



**Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, Oregon 97141**

Phone: 503-842-2472

Fax: 503-842-3445

**Public Meeting Notice
August 10, 2011 - 5:30 PM
Tillamook City Hall – 210 Laurel Avenue – Tillamook Oregon 97141
Meeting Agenda**

1. **Call to Order and Roll Call**
2. **Approval of Minutes:**
 - a) Regular Meeting Minutes of July 27, 2011
3. **Approval of Bills: \$1,216.95**
4. **Financial Report: July 31, 2011 (to be handed out at meeting)**
5. **Public Non-Agenda Items: Public Concerns/Comments (5 minute limitation).**
6. **Pending Business:**
 - a) Plan Amendment Proposal – Andy Parks & Chris Zahas, Leland Consulting
 - b) 1st Street Parking Lot - Update
 - c) Beals Building Project – Update
7. **New Business:**
 - a) 3rd Street Engineering – July 2011 Invoice – **Approval** of \$15,294.19
 - b) TLC Line of Credit #151 Increase - **Approval**
8. **Committee Reports: None**
9. **Correspondence/Information:**
 - a) Tillamook PUD Transmission Line Meeting – August 17, 2011
 - b) Northwest Oregon Transit Alliance Meeting Notice
10. **Concerns of the Board/ Non-Agenda Items**
11. **TURA Meetings:**
 - a) Streetscapes Committee – August 16, 2011 @ noon
 - b) Regular Board Meeting – August 24, 2011 @ 5:30 pm
12. **Adjournment**

This is a public meeting per ORS Chapter 192. The Board reserves the right to adjourn into Executive Session per ORS 192.660. The meeting location is accessible to persons with disabilities. Please contact the office of the City Manager of Tillamook at 503-842-2472 should special accommodations be required for citizens with visual or hearing impairment. Persons with hearing impairments may contact the Oregon Relay Service at 1-800-648-3458 (TDD) OR 1-800-648-4442 (VOICE)

**Posted August 5, 2011
Tillamook Fire District * Tillamook City Hall * Tillamook County Library *Tillamook County Court House**

Agency Board Members:
Chair: Don Hurd; Vice-Chair: Carolyn Decker
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves



**Tillamook Urban Renewal Agency
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**TURA Regular Meeting
Wednesday - July 27, 2011 - 5:30 P.M.**

Board Members Present:

Chairman Don Hurd
Vice Chair Carolyn Decker
Alene Allen
John Sandusky
Lynda Casey
Joe Martin
Dave Schrom

Staff Present:

Paul Wyntergreen: Administrator
Debbi Reeves: Executive Assistant

Guests/Public:

Elaine Howard

- 1) **Call to Order and Roll Call:** Chairman Hurd called the meeting to order at 5:32 P.M. Reeves did the roll call and all board members were present.
- 2) **Approval of the Minutes:** Chairman Hurd asked if there were any corrections or additions to the minutes of the July 13, 2011 meeting.
 - Sandusky made a motion to approve the minutes of the July 13, 2011 meeting as presented. Casey seconded the motion. The motion passed unanimously.
- 3) **Approval of the Bills:** The next item on the agenda was payment of the bills. Chairman Hurd asked Reeves if there were any comments. Reeves noted the bills for the first meeting of the month generally contained payment for her wages and explained that since she is now a city employee and not a contract employee, the TURA will be billed on a quarterly basis for her time and benefits. There was discussion about the time she spends on TURA work. She will keep track of hours worked for TURA as she has done in the past.
 - Casey made a motion to pay the bills in the amount of \$521.37 (checks #557 - #562). Schrom seconded the motion. Ayes were received by all board members and the motion passed unanimously.
- 4) **Financial Report:** Reeves reported the Financial Report for June 30, 2011 was included in the packet. This will be the final statement from Baertlein and Phegley, CPA's. She

Agency Board Members:

Chairman Don Hurd; Vice Chair Carolyn Decker
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom
Administrator: Paul Wyntergreen, Administrative Assistant: Debbi Reeves

reported the statement looked fine and in order. **Reeves** also mentioned she has been in contact with the new CPA's and they will have a financial statement ready for the next meeting. There were no further comments so the board accepted the financial statement as presented.

5) **Non-Agenda Items:** None

6) **Pending Business:**

(a) **Plan Amendment Proposal – Elaine Howard Consulting:** Chairman Hurd introduced **Elaine Howard**. She gave her thoughts on her proposal, which has been submitted in writing. She asked the board for questions or comments. **Wyntergreen** spoke about annexation of the properties east of town, which is part of the UGB. There was discussion about ROW's and removing property from the plan. **Howard** spoke about doing the amendment in three phases and explained. She noted a timeline of completion and adoption by September 2012. There was discussion about the property north of Hoquarton Slough in the plan and FEMA restrictions. There was discussion about facades, taxes, taxing districts in the district, budget constraints, and revenue sharing. **Howard** explained how revenue sharing could help the other districts. **Hurd** spoke about the Bi-Mart project. There was discussion about bonding and maximum indebtedness. **Schrom** mentioned there is not currently any GIS services in Tillamook County. **Howard** noted she would be able to take care of this through her contacts.

Decker asked **Howard** about her experience with downtown business. This was discussed. **Howard** explained any kind of marketing would be a separate issue from the plan amendment. There was discussion about the Main Street program and marketing surveys.

The board thanked **Howard** for her time and knowledge and explained there is one more respondent to interview before making a hiring decision.

NOTE: There was a handout from Howard including a list of prior projects and comments.

b) **1st Street Parking Lot:** Chairman Hurd told the board a signed letter has been received from **Dave Hollandsworth** about the retaining wall and landscaping at the parking lot. **Reeves** had spoken with **Gitschlag** prior to the meeting and he said the rest of the work would be completed shortly. **Hurd** remarked there is a billing for Earth Works Excavation. **Reeves** noted the billing for \$63,371.80 would need approval for payment from the board. There was board discussion about the overages in a few of the lines of the invoice. **Wyntergreen** noted the billing could be a conditional approval, subject to review of the change orders, pursuant to the contract, before release of the payment.

➤ **Sandusky made a motion to approve the billing subject to review by**

the City Manager. Decker seconded the motion. The motion passed unanimously.

c) **Beals Building Contract:** *NOTE: The contract for the Marilyn Saito and the Beals Building was handed out prior to the meeting.*

Chairman Hurd noted the contract for the Beals Building was completed by the attorney. The board discussed several items in the contract which need to be revised. There was discussion about the \$25,000 amount listed on the Promissory Note item. It was a consensus to change the amount to \$20,500 which is the total amount of the loan and the grant. **Schrom** mentioned there is a sentence in item number 19, which does not pertain to this contract. Board consensus was to eliminate that part of the item. **Hurd** noted the board would need to approve the contract with changes in the form of a motion. **Casey** asked about the attorney for Saito and it was noted **Saito** will chose her own attorney and that part of the contract would be completed with that name. **Sandusky** mentioned the board should let **Saito** know in a letter that TURA would be willing to entertain thoughts of loaning her up to \$4,500 more since the initial board approval for total project cost could be up to \$25,000.

- **Sandusky** made a motion to approve the Beals Building contract subject to the changes as discussed. **Schrom** seconded the motion. The motion passed unanimously.

1st Street Parking Lot (continued): **Wyntergreen** asked the Chair if the meeting could go back to the 1st Street Parking lot as the board needed to discuss the Public Works Committee meeting regarding the parking lot. The TURA board needs to go back to the City Council with a formal proposal for the parking lot. There was discussion about the amount of rental and **Casey** noted all city parking rentals need to be increased. **Hurd** went over the issue of taxes and asked the board about the number of spaces that would be switched with the city. These issues were discussed as well as enforcement and time limits. **Wyntergreen** spoke about maintenance of the lot and a clause in the lease regarding notice of termination. Consensus of the board was that 120 day termination clause would be adequate. **Wyntergreen** asked if the proposal should be put on the council agenda for August 15 and the board agreed.

7) **New Business:** None

8) **Committee Reports:** None

9) **Correspondence/Information:**

Reeves mentioned the OPI Conference information is included in the packet and to let her know if any of the board members are interested in attending in September.

Hurd explained the letter from **Hudson Insurance** regarding cancellation of the insurance on the **Janac** Building. He noted **Reeves** has spoken to **Janac** over a week ago and he advised her he would pay the premium and have the policy reinstated. As of today, the policy has not been reinstated and in speaking with the agency, **Reeves** was told the policy would have to be rewritten. There was board discussion about TURA paying the premium. There was also discussion about **Janac** being in breach of the contract and that insurance was a very important issue. After considerable discussion, it was decided an official letter of default would be sent to **Janac**, that the other lienholders of the building would be notified and that the Public Market would be notified. **Sandusky** said at least TURA would have a record of due diligence on this issue.

- 10) **Concerns of the Board:** **Reeves** mentioned the Ribbon Cutting Ceremony for the 1st Street Parking Lot would be at 5:30 pm on July 29, 2011 which is this Friday.

Decker asked about the **Carlich House** and if there is a possibility TURA could be involved in the move. No one has approached TURA regarding this. **Wyntergreen** noted the county was okay with Hoquarton access from the **Carlich House** area.

NOTE: The letter from the Associations Committee was a handout prior to the meeting. **Hurd** mentioned the letter from the City Associations Committee and **Wyntergreen** said it would be good to have at least one TURA member present. That meeting is set for August 16, 2011 at 5:30 pm.

- 11) **Meeting Notices:** The next regular TURA meeting is August 10, 2011 and will start at 5:30 p.m.
- 12) **Adjournment:** **Chairman Hurd** adjourned the meeting at 7:22 P.M.

Prepared by:
Debbi Reeves
Administrative Assistant

Reviewed by:

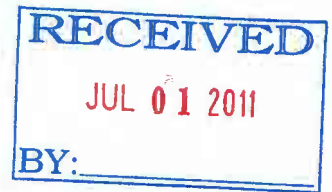
Don Hurd – Chairman

11:40 AM
August 4, 2011
Cash Basis

Tillamook Urban Renewal Agency
Check Report
August 10, 2011

Date	Num	Name	Memo	Split	Paid Amount
Aug 10, 11					
8/10/2011	563	Government Ethics Commiss...	65110 Annual Fees	65110 · Bank Fees (Bank account ser...	-195.12
8/10/2011	564	TLC Federal Credit Union	71151 Interest Payment LOC #148	71148 · TLC Loan #148 3rd St Engine...	-737.58
8/10/2011	565	City of Tillamook	62145 Web Service July 2011	62145 · Internet Web Services (intern...	-34.25
8/10/2011	566	North Coast Engineering Ser...	62143 Engineering Service - 1st Street ...	62143 · Engineer/Archi Services (Engi...	-250.00
Aug 10, 11					<u>-1,216.95</u>

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1 July 2011

Mr. Paul Wyntergreen
City Administrator
CITY OF TILLAMOOK
210 Laurel Avenue
Tillamook Oregon 97141

Re Proposal for Substantial Amendment to Urban Renewal Plan

Dear Mr. Wyntergreen:

Leland Consulting Group and GEL Oregon, Inc. are pleased to submit this proposal for services to prepare a substantial amendment to Tillamook's urban renewal plan (the Plan). Urban renewal is one of the most flexible and strongest tools available to cities in Oregon to achieve the revitalization and economic goals of the community. As with most coastal cities in Oregon, Tillamook has great visions for its downtown and plans for job growth – and a well managed urban renewal program can be integral to achieving those goals.

Our two firms bring a unique combination of technical and strategic skills that not only effectively and efficiently implement the technical and legal requirements of urban renewal, but do so in the context of an economic development strategy that is focused on job creation, investment attraction, and tax base growth. Our key personnel bring extensive experience not only in the technical requirements of urban renewal amendments, but also in city management, municipal finance, and economic development – all of which must be addressed to make a project successful. With a business focus on public-private partnerships, Leland Consulting Group is able to ensure that our technical work serves the broader purpose of attracting investment and realizing built projects on the ground. It is in this broader spirit of economic development that we submit this proposal for services.

People Places Prosperity

Revitalizing Downtowns
Creating Partnerships
Targeting Real Estate Success
Shaping Financial Strategies
Strengthening Community
Enabling Sustainability & Livability
Making Cities Work

The pages that follow this proposal letter describe our team's individual and collective experience in strategic planning, financial analysis, and urban renewal planning and amendments.

UNDERSTANDING OF THE SITUATION

We understand that the Tillamook Urban Renewal Agency (the Agency) seeks to initiate a substantial amendment to the Plan in order to add right-of-way and other lands to the district. We understand that the Agency's interest to add land to the district is to facilitate a commercial development. We are also aware that the Agency is proceeding with a major phased street construction project and may desire to remove some land from the urban renewal district.

As you know, a substantial plan amendment requires the same lengthy approval process as the original plan. Should we be selected, we would explore whether there are alternatives available to the Agency and the City to address their mutual desires with a minor amendment, thus avoiding the cost and time associated with a substantial plan amendment. Our proposed approach includes gaining a thorough understanding of the Agency and City's needs so that we may provide alternatives to the Agency and the City to address those needs. From this process we'll be able to:

1. Identify other alternatives and strategies for the Agency/City to consider to address their needs;
2. Ascertain whether it is possible to address the requirements of the Agency with a minor plan amendment or not; and

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Bend Oregon
Abilene Texas
San Miguel de Allende Mexico

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3. If a substantial amendment is deemed necessary, identify other projects, property, and other changes that could be addressed in the substantial amendment process so as to avoid a subsequent substantial plan amendment.

PROJECT TEAM

Chris Zahas, AICP, managing principal at Leland Consulting Group will serve as project manager and the client's primary point of contact throughout the project. He will personally prepare much of the amendment language and will oversee the work of other staff at Leland Consulting Group and GEL Oregon. Ted Kamp, associate at Leland Consulting Group will prepare the blight analysis and will conduct all GIS work, as necessary. Larry Patterson will provide advisory support for the amendment strategy.

Andy Parks, CPA, president of GEL Oregon, Inc. will personally perform all of the financial analyses and will present those findings at the relevant meetings.

Detailed resumes and relevant work experience for each team member is in the attached pages.

As you will see from our collective and individual qualifications, we are much more than a technical team that can process an urban renewal amendment. Our experience as city managers, city finance directors, and as economic development strategists will provide Tillamook with a unique combination of skills that will allow the City and Agency to proceed knowing that the technical aspects of the project are done within the strategic context of broader City goals, fiscal conditions, and with an understanding of the political context in which urban renewal decisions are made. By utilizing our team, the City and Agency can leverage these respective areas of expertise to develop alternatives to address the Agency's needs that are consistent with City goals, leverage existing capabilities and capacity and minimize total costs to the City's constituents.

SCOPE OF WORK

Based on our understanding of the project, we propose the following scope of services:

Task 1. Project Framework

To initiate the project, we will meet with the Agency to review existing planning and data resources, familiarize ourselves with the district and City, and confirm project deliverables and milestones. Key outcomes of this task include:

- Kickoff meeting with Agency/City staff to confirm project goals and desired outcomes;
- Site tour of district and proposed expansion and contraction areas;
- Review City capital improvement plans;
- Identification of any potential changes to the schedule of urban renewal projects in the Plan;
- Identification of land desired to be added and removed from the district;
- Prepare schedule of alternatives to address potential changes to plan;
- Discuss alternatives with Agency/City staff and Agency board;
 - Agency board to provide direction of preferred Alternative;
- Develop scope of work to complete preferred Alternative;
 - If a substantial plan amendment is needed:
 - Develop an outreach strategy for overlapping taxing jurisdictions;
- Confirm project schedule and target dates for deliverables, public hearings, and other milestones.

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Task 2. Urban Renewal Plan and Report Updates

Once Task 1 is complete, we will initiate the technical work to update the Plan and Report Accompanying the Plan. Specific tasks will include:

- If necessary, blight analysis of proposed expansion areas, including required GIS analysis to confirm that the amended district conforms to the conditions of blight defined by O.R.S. 457. Note: an updated legal description is not included in the contract and will need to be contracted separately by the City using a preferred survey contractor.
- Evaluation of amendment alternatives (different combinations of additions and subtractions to the district) to assess the feasibility of offsetting adjustments, keeping the total amendment to less than one percent or 20 percent growth depending on the decision earlier to do a minor or substantial amendment.
- Financial analysis of the amended urban renewal Plan and Report including the following sub-tasks:
 - Review and update project costs if necessary,
 - Update financial forecasts through life of district
 - Prepare schedule of forecast debt capacity to assist with project scheduling
 - Update financial forecasts to include updated project scheduling.
- Preparation of amended language for the Plan and Report to reflect new financial projections, new boundary, and updated project lists. Draft and final text will be reviewed by the Agency's legal counsel.

Task 3. Implementation of Amendment

Once the technical work in Task 2 is complete, we will conduct all of the necessary outreach efforts to successfully implement the amendment. This will include the following steps:

- If necessary and or desired, up to four meetings with overlapping taxing jurisdictions (staff and/or boards) to present the proposed amendment, discuss the financial implications, and answer questions. These meetings could be handled individually or as joint meetings as necessary and as appropriate based on direction from the City and Agency.
- Preparation of staff reports and ordinances. Ordinances will be reviewed by the Agency's legal counsel prior to publication.
- Presentations at public hearings per ORS 457.095:
 - Urban Renewal Agency (minimum of one)
 - Planning Commission (minimum of one)
 - City Council – non-emergency ordinance
 - Two meetings, although normally presentation is limited to one meeting and Q&A at the second.

TIMELINE

We believe that the project can be completed within six months, including necessary public comment periods during the adoption process. We anticipate the following schedule:

Notice to Proceed: August 1, 2011

Task 1: August

Task 2: September – October

Task 3: Late October through December

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BUDGET

Because it is not known yet whether the desired changes to the district can be made as a minor amendment or a substantial amendment, the scope of work will be refined and confirmed at the completion of Task 1.

We propose a fixed-fee budget, to be invoiced on a percent-complete basis as work is completed. The fee for Task 1 is \$6,000, including all travel costs for two staff for one site visit/kickoff meeting. If Task 1 indicates that a substantial amendment is necessary, we do not anticipate that the fee for the amendment process (including Task 1) would exceed \$25,000. The scope of work produced in Task 1 would include a specific budget for Tasks 2 and 3.

Should the work be cancelled prior to the completion of the project, we will bill a prorated share of the fees based on the level of completion of the work at that point.

CONCLUSION

We truly appreciate the opportunity to propose these services to the Agency. We believe that our technical expertise and strategic focus presents a unique opportunity for Tillamook to leverage a technical process to simultaneously further its economic development efforts and help tell the story of why Tillamook is a great place to live, work, and invest.

Sincerely,

LELAND CONSULTING GROUP

Chris Zahas, AICP
Managing Principal

GEL OREGON, INC.

Andy Parks, CPA
President



Public Finance and Urban Renewal

A strategic alliance of Leland Consulting Group and Government Executive League



Above: Lake Oswego's downtown Lake View Village project, where Leland Consulting Group worked with the City and developer to create dramatic change through urban renewal investment.

People Places Prosperity

Revitalizing Downtowns
Creating Partnerships
Targeting Real Estate Success
Shaping Financial Strategies
Strengthening Community
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Making Cities Work

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What we do

Since the 1980s, the principals of Leland Consulting Group and Government Executive League have been helping Oregon's towns, cities, and counties to build vibrant downtowns and active employment centers using urban renewal as well as a variety of other public finance tools. Now, our firms are collaborating in order to make a broad set of public finance and economic development skills available to Oregon's local governments through a single point of contact. Together we offer the following urban renewal services:

- Strategic planning and implementation
- Urban renewal plans: creation, amendments, and review of existing plans
- Tax increment and other debt financing analysis and advisory services
- Revenue and expenditure forecasts
- Project implementation

Big picture perspective, detailed analysis

Implementing the right public investment strategy requires both big picture thinking and detail-oriented technical expertise, and we bring both skill sets to every project. When big-picture visioning outpaces analysis, the result is plans that cannot be implemented; analysis without vision results in information but no clear direction. A combination of both perspectives generates clear goals and the information necessary to reach them.

Years of working with local governments on an extensive set of urban challenges allows us to keep the big picture in focus. We do so by clarifying and communicating the long-term goals set by elected leaders and the public up front, and then measuring progress against those goals. Clear, transparent, and ethical communication with clients and the public is a priority for our team and a foundation for project success. This takes place alongside careful existing conditions research, extensive stakeholder interviews, and financial, demographic, and development forecasts based on the best data available.

Public Finance and Urban Renewal

A strategic alliance of Leland Consulting Group and Government Executive League



From top: Downtown Portland, Oregon; Albuquerque, New Mexico's proposed streetcar; and downtown Boise, Idaho.

Selected projects

Completed by Leland Consulting Group and/or Government Executive League, 2000 to 2011.

Oregon City, Oregon	Urban Renewal, Regional Center Strategy, and Public-Private Partnership Implementation, 2005 to 2011
West Linn, Oregon	Financial Services, 2006 to 2008
Fort Worth, Texas	Downtown Tax Increment and Financing Plan, 2003 Commercial Corridors Revitalization Strategy, 2004
Tigard, Oregon	Downtown Redevelopment Strategy, 2008
Prineville, Oregon	Financial Services, 2006 to 2011
Portland, Oregon	Site Acquisition Financing Alternatives, 2008 Downtown Portland Retail Strategy, 2008
Hillsboro, Oregon	OHSU/AmberGlen Concept Plan, 2007 Evergreen-Helvetia Industrial Area Funding Strategy and Concept Plans, 2008
Lake Oswego, Oregon	North Anchor Strategic Planning, 2010 to current Financial Analysis and Advisory Services, 2010 to current
North Bend, Oregon	Review of Existing Downtown Plan and Recommendations to Update Plan, 2010
Redmond, Oregon	Substantial Plan Amendment, 2010 to 2011
Washington County, Oregon	Infrastructure Financing Plan and Community Plan for the South Hillsboro Area, 2007 to 2008
Albuquerque, New Mexico	Funding Strategy and Cost-Benefit Analysis for Albuquerque Streetcar, 2008
Sacramento, California	Streetcar Funding Strategy and Analysis, 2006 to 2008
Bend, Oregon	Downtown Plan, 1999 to 2000 Central Area Plan, 2005 to 2007
Boise, Idaho	Downtown Housing Revitalization Initiative, 2003 State and 30th Street Redevelopment Strategies, 2007
Bellevue, Washington	Bel-Red Corridor Redevelopment Strategy, 2006
Colorado Springs, Colorado	North Nevada Avenue Corridor Reinvestment and Urban Renewal Study, 2002 to 2004
Salem, Oregon	Mill Creek Employment Center Programming, Strategy, and Feasibility Analysis, 2003 to 2005
Vancouver, Washington	City Center Vision, 2002

CHRIS ZAHAS, AICP

Managing Principal

Chris Zahas manages internal teams and collaborations with other consultants on projects with an emphasis on downtown revitalization, urban corridors, transit-oriented development, and public-private partnerships. His project approach is to assist public and private sector clients in turning broad visions into prioritized and achievable action plans. In all cases, Chris keeps the focus of projects on implementation, always anticipating next steps and never hesitating to advise a client to change directions when that is the best course. In almost 10 years at Leland Consulting Group, he has managed more than 20 downtown and corridor implementation strategies. In the transportation realm, he is frequently sought out for his understanding of the linkage between transit and land use, particularly for modern streetcar systems.

Consulting Experience

Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Oregon, Puerto Rico, Utah, Washington, Wyoming

Career Practice

- Associate, Senior Associate, Principal, Managing Principal: Leland Consulting Group, Urban Strategists
- Project Coordinator: Portland Development Commission

Skills and Expertise

- Research and Analysis: real estate market, cash flow, fiscal impact, pro forma, demographic and economic market analysis
- Computer: GIS analysis
- Public Speaking: public meetings, interviews, focus groups, confidential interviews



Education

Portland State University
*Master of Urban and
Regional Planning*

Lewis and Clark College
*Bachelor of Arts,
International Affairs*

Professional Service and Affiliations

Guest Lecturer
Portland State University
Rail~Volution
Oregon Planning Institute
University of Oregon

Member

American Planning Association,
American Institute of Certified
Planners (#019464), City Club of
Portland

Contributing Author

*Sustainable and Resilient
Communities, 2011*

ANDY PARKS

Managing Director, GEL Oregon, Inc.

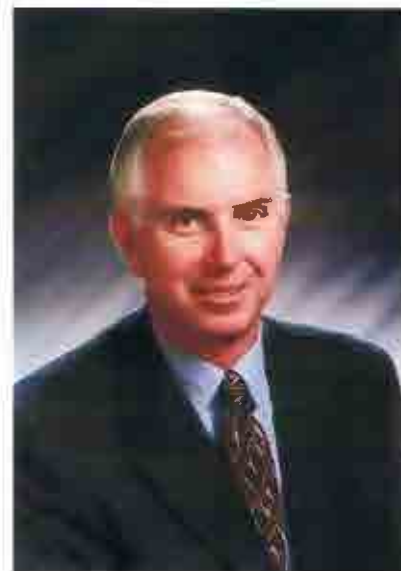
Andy Parks is a proven leader, executive, manager and advisor with more than two decades of success in local government finance and professional services. His career includes positions as Chief Financial Officer for the City of Bend, Assistant City Administrator for the City of Madras, and Vice President of Avenir Systems, a firm that produced software for public sector clients. Since founding Government Executive League in 2002, he has worked as a senior-level financial consultant for Oregon's cities and counties, including Oregon City, Prineville, West Linn, Troutdale, Milwaukie, Dallas, and Scappoose, and Bremerton, Maple Valley and Vancouver's Pearson Airfield in Washington.

As a key executive for the City of Bend throughout the 1990s, Andy successfully helped Oregon's fastest-growing city to confront the myriad opportunities and challenges that come with rapid growth. Among other achievements, he implemented new financial policies to increase transparency and accountability, improved the City's bond rating, negotiated a \$20 million public-private transportation infrastructure partnership, and created plans for new public buildings—all while decreasing the tax rate by 45 percent. He was also involved in a major downtown revitalization effort and personally managed the growth of the Bend Airport beginning in 1996.

At Avenir Systems, Andy served as Vice President of Sales and Marketing. There, he secured significant investor capital, cultivated a network of public sector finance clients expected to result in \$6 million in software and hardware sales, and assisted with a merger with Government Technology Resources.

Andy's recent consulting work has focused on working with elected officials and senior staff to define and set priorities, creating operating structures for procedures and departments, and implementing urban renewal and other public finance initiatives. Andy's broad experience and strong technical skills have been enhanced by continual development of leadership and interpersonal skills. He excels in the following areas:

- Strategic plan development and implementation
- Training and managing professional staff
- Developing and maintaining internal controls
- Designing and implementing policies and procedures
- Interfacing with top-level management and elected officials
- Establishing and maintaining client relations



Education

University of Oregon
Bachelor of Science, Business Administration
Bend Chamber of Commerce
Leadership Bend

Professional Service and Affiliations

Guest Speaker
Oregon Municipal Financial Officers Association Conferences
Board Member
Economic Development for Central Oregon (former)

LARRY PATTERSON



Managing Principal

Larry Patterson brings 22 years of city management experience and 35 years of total municipal management experience to Leland Consulting Group and its clients. Larry's management career spans cities in both Texas and Oregon. His management experience includes cities with rapid and controversial growth, major economic development projects, financial issues and turnarounds, and disaster recovery.

Larry likes to assist communities with integration of their values into their visions, plans, and goals. He helps elected officials, staff and citizens with differing viewpoints understand complex issues and assists them in charting a course of action for their communities. Larry has been engaged in major urban renewal, planning and financial efforts, which were used to define and design a community's future growth and development. His major interest lies in helping cities bring their visions, plans and goals to reality.

Career Practice and Significant Accomplishments

- Managing Principal, Leland Consulting Group, Urban Strategists: April 2010 to present
- City Manager, Oregon City, Oregon: January 2003 to March 2010
 - Turned around a projected General Fund deficit of \$1.4 million in 2005 to a projected fund balance of \$2.8 million in 2008.
 - Developed plan and financing for purchase and remodel of building for City Hall, expansion of current facilities for Police Department and expansion of Public Works operation center. Additionally, developed plan for financing of library. These plans did not request additional general obligation debt as a piece of the financing.
 - Developed and implemented new economic development strategy for City.
 - Expanded urban renewal debt limits from \$28 million to \$130 million, enabling City to facilitate development as a regional center.
 - Developed and opened first new parks in 23 years.
- City Manager, Weatherford, Texas: August 2001 to September 2002
 - Developed and implemented plan to purchase and open Chandor Gardens as a major city park and events center.
- City Manager, Bend, Oregon: December 1986 to January 2001
 - Managed City through major growth decade, financing major improvements and left Bend with \$26 million in reserves, the third lowest water and sewer rates for cities of that size, and zero general obligation debt.
 - Expanded services, infrastructure, and maintenance capabilities and constructed several major road projects which improved City's transportation system and traffic circulation.
 - Developed urban renewal plan that began the revitalization of downtown Bend.
 - Developed plan that lead to the creation of a consortium of development interest that resulted in the financing of \$21 million in road construction on the City's west side and enabled development of NW Crossing.



Education

Sam Houston State University
Master of Government
California State University,
Northridge
Bachelor of Arts,
Political Science

TED KAMP

Associate

Ted has over 15 years of experience working in a technical research and analysis capacity on a broad range of planning and development projects. He has worked on over 30 urban renewal blight studies, usually as part of comprehensive strategic revitalization efforts, and has designed and fielded conditions surveys in support of urban renewal across large and small communities in the Mountain West. Specific areas of expertise include economic/fiscal analysis, strategic economic development planning, geographic information systems and market research and planning.

Areas of Specialization

- Market research (quantitative and qualitative, including tool development), branding, geographic information systems, economic impact analysis, real estate strategy, information design/graphics

Project Experience

- Denver Federal Center Redevelopment, Feasibility and Economic Impact, Denver, Colorado
- Downtown Brighton Redevelopment and Branding, Brighton, Colorado
- Lakewood Bicycle Master Plan (GIS and Cartography,) Lakewood, Colorado
- East Shore Development Plan, Woodlands, Texas
- Downtown Workforce Survey, Downtown Denver Partnership, Denver, Colorado
- Stapleton Redevelopment, Bond Feasibility Analysis for Initial Infrastructure Phase, Denver, Colorado
- City of Henderson Land Portfolio Strategy, Henderson, Nevada
- City-wide Redevelopment Strategy/Portfolio Analysis, Garland, Texas
- Kroc Center Site Selection Strategy and Analysis, Ray and Joan Kroc Foundation, Rocky Mountain Region

Blight Experience

- | | |
|------------------------|-----------------------|
| • Arvada, CO | • Longmont, CO |
| • Aurora, CO | • Louisville, CO |
| • Avon, CO | • Manitou Springs, CO |
| • Black Hawk, CO | • Parker, CO |
| • Brighton, CO | • Thornton, CO |
| • Castle Pines, CO | • Pueblo, CO |
| • Colorado Springs, CO | • Westminster, CO |
| • Denver, CO | • Wheat Ridge, CO |
| • Dillon, CO | • Windsor, CO |
| • Edgewater, CO | • Middleton, ID |
| • Englewood, CO | • Redmond, OR |
| • Fountain, CO | |
| • Glendale, CO | |
| • Golden, CO | |
| • Lakewood, CO | |
| • Lamar, CO | |



Education

University of Colorado
Master of Urban and Regional Planning, PhD coursework

University of Arizona
Master of Science – Marketing (Consumer Behavior Concentration)

University of Oklahoma
Bachelor in Business Administration (with honors)

Awards/Publications

1999 Outstanding Graduate
Urban and Regional Planning Masters Program, University of Colorado-Denver

1998 ASCP McClure Student Award
"Empathy and Planning" (best paper nationally by a masters student)

Author, with Deborah MacInnis
"Characteristics of Portrayed Emotions in Commercials: When Does What is Shown in Ads Affect Viewers," Journal of Advertising Research, December 1995

Project Experience: Leland Consulting Group with GEL Oregon



REGIONAL CENTER DEVELOPMENT STRATEGY

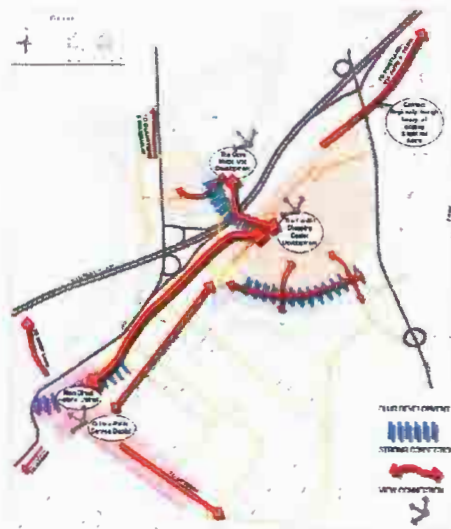
Oregon City, Oregon

Since 2004, Leland Consulting Group has provided development advisory services to the City of Oregon City. Working closely with the mayor, senior staff, city council and Urban Renewal Commission, Leland Consulting Group developed a comprehensive economic development strategy for the City that includes public-public and public-private partnerships, regional branding, attracting development, and fostering closer ties with nearby cities. Leland Consulting Group has brought in several major developers and negotiated on behalf of the City more than \$300 million of mixed use development.

Andy Parks has served as a financial advisor/analyst to the Urban Renewal Agency for more than five years. He drafted the 2005 Urban Renewal Plan Amendment that increased the Urban Renewal Plan's maximum indebtedness by \$100 million to facilitate future private sector development of over \$500 million. His work has supported the refunding of existing debt, and issuance of an additional \$10 million debt to fund infrastructure that will leverage \$200 million in private sector development. He created a financial model that has proven highly accurate during the past four years.

Reference:

Ms. Alice Norris
Former Mayor
City of Oregon City, Oregon
503.701.5267
norrisa@teleport.com



NORTH BEND URBAN RENEWAL ADVISORY SERVICES

North Bend, Oregon

In January of 2011, Leland Consulting Group and GEL Oregon evaluated the City of North Bend's urban renewal plan, and provided recommendations for the agency for the years to come. The firms' work is expected to set the stage for a potential minor plan amendment in the short term, and possibly a substantial plan amendment in the longer term. Larry Patterson and Andy Parks conducted a review of past plans, a compressed two-day onsite visit to interview staff and elected officials, and a financial analysis to ensure that anticipated revenues can cover existing debt service and planned investments.

Reference:

Ms. Jan Willis
City Administrator
City of North Bend, Oregon
541.756.8536
janwillis@northbendcity.org





Project Experience: Leland Consulting Group with GEL Oregon

CITY OF LAKE OSWEGO, NORTH ANCHOR PHASE 1: FEASIBILITY STUDY

Lake Oswego, Oregon

Leland Consulting Group was recently retained by the City of Lake Oswego and the Lake Oswego Redevelopment Agency to assess the feasibility of building a new library facility for the City of Lake Oswego to act as a catalytic north end anchor, stimulating growth, foot-traffic, and residual economic benefits to local businesses in Lake Oswego's downtown core. The team collaborated with LORA, Lake Oswego Library management, community stakeholders and an experienced team of consultants to assess the need for a new library, the economic benefits of libraries in downtown communities, as well as the parking, transportation, civil and financial implications and opportunities associated with a north anchor project. The project's team of consultants included DKS Associates, Rick Williams Consulting, Myhre Group Architects, KPFF and GEL Oregon.

In addition to a public library, the project team evaluated a mix of uses including housing, retail, restaurant, a hotel, and public parking and recommended development scenarios that would maximize a north anchor's effectiveness as an engaging economic driver. The team assembled cost estimates for various development scenarios and worked closely with GEL Oregon, who was instrumental in evaluating financing options for the project (e.g., urban renewal, Clackamas County Library District capital funding, endowment funding, etc.), and potential sources to fund debt service associated with any required long-term debt issued.

In phase 1A, Architectural Cost Consultants further refined and detailed cost assumptions to provide a closer approximation of cost implications for each North Anchor development scenario. These estimates will help prioritize development scenarios and aim to maximize the north anchor's benefits to the community, maximize the use of private investment, and offset public expenditures.

As a member of the Leland Consulting team, KPFF's role was to provide civil engineering services in support of this multidisciplinary team's feasibility assessment. KPFF's experience and knowledge of this downtown area is based on many years of relevant projects, including planning, public process, permitting, design and construction on both the public and private side. KPFF's value as a team player is in the ability to operate on multiple levels, distilling the technical details, opportunities and constraints into relevant issues and articulating these into the greater topic under discussion. KPFF performed data gathering for existing utility infrastructure, existing conditions assessment, advising of potential opportunities and constraints between existing utilities and redevelopment concepts, capacity impacts resulting from new development, and budget-level cost estimating.



Reference:

Ms. Jane Blackstone
Economic Development Manager
City of Lake Oswego, Oregon
503.635.0243
jblackstone@ci.oswego.or.us

Project Experience: Leland Consulting Group with GEL Oregon



REDMOND DOWNTOWN URBAN RENEWAL PLAN UPDATE

Redmond, Oregon

Leland Consulting Group prepared the report and plan documents for a major amendment to Redmond's downtown urban renewal district. The major amendment expands the district's boundaries, extends its life span, and increases the maximum indebtedness in order to allow for the district to continue to fund important infrastructure and development projects that will support ongoing downtown revitalization efforts and address critical deficiencies and barriers to investment. The work included extensive market analysis, financial analysis, projections of tax increment revenues, and the preparation of plan and report language to satisfy strict statutory requirements. The amended plan was unanimously adopted by the Redmond Urban Renewal Agency board in April 2011.



Reference:

Ms. Heather Richards
Community Development Department Director
City of Redmond, Oregon
541.923.7756
heather.richards@ci.redmond.or.us

Project Experience: Leland Consulting Group

COQUILLE URBAN RENEWAL REPORT AMENDMENT

Coquille, Oregon

In 2009, the City of Coquille retained Leland Consulting Group and Spencer & Kupper, Inc. to take a fresh look at the Coquille Urban Renewal Plan and Report, which had not been updated since its initial adoption in 1998. Key components of the project included identification and prioritization of urban renewal projects based on input from the general public, interviewed stakeholders, staff and elected officials, and updates to the Plan's development and tax increment financing projections based on historic trends and forecasted economic, market and demographic conditions. The Coquille Urban Renewal Commission unanimously adopted an amendment to the Coquille Urban Renewal Report, which includes a revised 20-tax increment financing analysis, in December 2009.



Reference:

Mr. Terence O'Connor
City Manager
City of Coquille, Oregon
541.396.2115 x201
toconnor@cityofcoquille.org

Project Experience: Leland Consulting Group

DOWNTOWN SALEM STRATEGIC ACTION PLAN Salem, Oregon

Leland Consulting Group, in partnership with Otak, Inc., recently completed the development of a strategic action plan and investment strategy for the City of Salem's Riverfront Downtown Urban Renewal Area (RDURA). This Strategic Action Plan (the Action Plan) identifies immediate and short-term budget priorities for catalytic public investments that will leverage private development throughout the RDURA. Through strategic public investments combined with private sector leadership, the Action Plan will support the leverage of over \$1 billion in private investment in downtown Salem over the next 20 years. In addition to leveraging new investment, the Action Plan will build upon past urban renewal investments in public infrastructure and capital facilities, land acquisition and assembly, financial/technical assistance programs, and other activities that have leveraged private investment throughout the RDURA. To identify the optimal mix of projects and programs, Leland Consulting Group conducted a market analysis, evaluated development opportunity sites, conducted a planning workshop, conducted numerous stakeholder interviews, and held several strategic planning meetings with city staff and the Downtown Advisory Board. During the coming year, the RDURA Plan and Report will be amended to incorporate the Action Plan, including any new or modified urban renewal projects, funding and implementation strategies.

Reference:

Ms. Courtney Knox
Urban Development Project Manager
City of Salem, Oregon
503.588.6178 x7516
cknox@cityofsalem.net



Project Experience: GEL Oregon

FINANCIAL MANAGEMENT AND TARGETED TAX INCREMENT FINANCING

Bremerton, Washington

Mr. Parks served as the City's Director of Financial Services. During that time, he completed a number of efforts that led to great financial health and stability for the City. He led analysis on a new TBD; led efforts to gain union concessions reducing labor costs by approximately 5 percent without layoffs; and carved a tax increment financing (TIF) district out of existing district boundary to secure more than \$5 million from state while preserving future competitive funding opportunities. The City has subsequently issued debt in connection with the TIF district to fund the City's portion of a \$30+ million private/public mixed use development.



FINANCIAL ADVISORY SERVICES

Prineville, Oregon

Currently, as a contracted financial advisor to the city manager, finance director and city council, Andy Parks provides public finance and management advisory services to the City of Prineville on a variety of policy issues, including SDCs and economic development. In a prior engagement with the City, Andy served in a chief financial officer capacity for strategic planning purposes. Together with the city council and senior staff, he helped to budget and implement major capital improvements, such as transportation and sewer expansions, necessary to accommodate the City's five percent annual population growth rate. Andy has also helped Prineville's leaders to evaluate the potential of tax increment financing and other new revenue streams.



BUDGETING AND FINANCIAL ADVISORY SERVICES

City of West Linn, Oregon

In West Linn, Oregon, GEL's Andy Parks has worked with a cadre of new city personnel to direct a financial turn-around for a municipality whose finances had suffered from serious mismanagement. In 2006, the city was operating without reliable revenue and expenditure forecasts, and had indicted a former manager for embezzlement. Andy discovered the \$1.4 million embezzlement and restored the credibility of the financial operation by completing five annual financial statements and audits in thirty months. As a result, the City's bond rating was restored and the City regained its financial integrity. An opinion writer in the West Linn Tidings named Andy and new City Manager Chris Jordan as the City's "Unsung Heroes" of 2007.





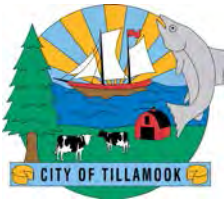
Public Clients Served

Ada County, *Idaho*
 Aurora Housing Authority, *Colorado*
 Benton County, *Oregon*
 Boulder Urban Renewal Authority,
Colorado
 Capital City Development
 Corporation, *Boise, Idaho*
 City of Abilene, *Texas*
 City of Addison, *Texas*
 City of Albuquerque, *New Mexico*
 City of Bellevue, *Alaska*
 City of Ashland, *Oregon*
 City of Astoria, *Oregon*
 City of Beaverton, *Oregon*
 City of Bellingham, *Washington*
 City of Bellevue, *Washington*
 City of Bend, *Oregon*
 City of Billings, *Montana*
 City of Boise, *Idaho*
 City of Boulder, *Colorado*
 City of Broomfield, *Colorado*
 City of Caldwell, *Idaho*
 City of Canby, *Oregon*
 City of Canon City, *Colorado*
 City of Carrollton, *Texas*
 City of Cedar Rapids, *Iowa*
 City of Chula Vista, *California*
 City of Coeur d'Alene, *Idaho*
 City of Colorado Springs, *Colorado*
 City of Corvallis, *Oregon*
 City of Coquille, *Oregon*
 City of Denver, *Colorado*
 City of Denton, *Texas*
 City of DeSoto, *Texas*
 City of Dubuque, *Iowa*
 City of Edmonton, *Alberta, Canada*
 City of Englewood, *Colorado*
 City of Eugene, *Oregon*
 City of Everett, *Washington*
 City of Federal Way, *Washington*
 City of Forest Grove, *Oregon*
 City of Fort Collins, *Colorado*
 City of Fort Worth, *Texas*
 City of Folsom, *California*
 City of Garibaldi, *Oregon*
 City of Goodyear, *Arizona*
 City of Great Falls, *Montana*
 City of Greeley, *Colorado*
 City of Gresham, *Oregon*
 City of Gresham Redevelopment
 Commission, *Oregon*

City of Grants Pass, *Oregon*
 City of Happy Valley, *Oregon*
 City of Heppner, *Oregon*
 City of Helena, *Montana*
 City of Hillsboro, *Oregon*
 City of Hood River, *Oregon*
 City of Jackson, *Wyoming*
 City of Jacksonville, *Oregon*
 City of Keizer, *Oregon*
 City of Killeen, *Texas*
 City of Kirkland, *Washington*
 City of Klamath Falls, *Oregon*
 City of Lafayette, *Colorado*
 City of La Pine, *Oregon*
 City of Lake Oswego, *Oregon*
 City of Lexington, *Kentucky*
 City of Lincoln City, *Oregon*
 City of Litchfield Park, *Arizona*
 City of Longmont, *Colorado*
 City of Louisville, *Colorado*
 City of Loveland, *Colorado*
 City of Lynnwood, *Washington*
 City of Madras, *Oregon*
 City of Mansfield, *Texas*
 City of Maple Valley, *Washington*
 City of McMinnville, *Oregon*
 City of Medford, *Oregon*
 City of Middleton, *Idaho*
 City of Mill Creek, *Washington*
 City of Moses Lake, *Washington*
 City of New Orleans, *Louisiana*
 City of North Glen, *Colorado*
 City of North Plains, *Oregon*
 City of North Richland Hills, *Texas*
 City of Oklahoma City, *Oklahoma*
 City of Oregon City, *Oregon*
 City of Park City, *Utah*
 City of Plano, *Texas*
 City of Portland, *Oregon*
 City of Prineville, *Oregon*
 City of Raymond, *Washington*
 City of Rancho Cordova, *California*
 City of Rainier, *Oregon*
 City of Richland, *Washington*
 City of Richardson, *Texas*
 City of Salem, *Oregon*
 City of Sacramento, *California*
 City of San Diego, *California*
 City of San Miguel de Allende,
Guanajuato, Mexico
 City of Sand Springs, *Oklahoma*

City of Sandy, *Oregon*
 City of Santa Paula, *California*
 City of Scappoose, *Oregon*
 City of SeaTac, *Washington*
 City of Seattle, *Washington*
 City of Seward, *Alaska*
 City of Sherwood, *Oregon*
 City of Silverton, *Oregon*
 City of Sisters, *Oregon*
 City of Spokane, *Washington*
 City of Springfield, *Colorado*
 City of Springfield, *Oregon*
 City of St. George, *Utah*
 City of Sumner, *Washington*
 City of Tacoma, *Washington*
 City of Thornton, *Colorado*
 City of Tigard, *Oregon*
 City of Troutdale, *Oregon*
 City of Tualatin, *Oregon*
 City of Twin Falls, *Idaho*
 City of University Place, *Washington*
 City of Vancouver, *Washington*
 City of Warrenton, *Oregon*
 City of West Jordan, *Utah*
 City of West Sacramento, *California*
 City of Westminster, *Colorado*
 City of Windsor, *Colorado*
 City of Wilsonville, *Oregon*
 City of Woodburn, *Oregon*
 Clackamas Community
 College, *Oregon*
 Clackamas County, *Oregon*
 Colorado Springs Transit, *Colorado*
 Colorado Springs Urban Renewal
 Authority, *Colorado*
 Coos County, *Oregon*
 Dallas Area Rapid Transit, *Texas*
 Denver Housing Authority, *Colorado*
 Downtown Billings Partnership,
Montana
 Downtown Lincoln Partnership,
Nebraska
 Eugene Water and Electric Board,
Eugene, Oregon
 Gunnison County, *Colorado*
 King County, *Washington*
 Jackson County, *Oregon*
 Lake Oswego Redevelopment
 Authority, *Oregon*
 Medford Urban Renewal Agency,
Oregon

Metro, *Portland, Oregon*
 Mid-Region Council of
 Governments, *Albuquerque,
 New Mexico*
 Navajo Nation
 Regional Transportation District,
Denver, Colorado
 Prince William County, *Virginia*
 Port of Hood River, *Oregon*
 Port of Olympia, *Washington*
 Port of St. Helens, *Oregon*
 Portland Development
 Commission, *Portland, Oregon*
 Sacramento Area Council of
 Governments (SACOG), *California*
 Sacramento County, *California*
 Sacramento Regional Transit,
Sacramento California
 Sacramento State University,
California
 State of Oregon
 State of Oregon, Department of
 Administrative Services
 State of Washington
 State of Washington, Department
 of Transportation
 Sound Transit, *Seattle Washington*
 State of Oregon, Dept. of
 Administrative Services, *Salem
 Oregon*
 Teton County Housing Authority,
Jackson, Wyoming
 Teton County, *Wyoming*
 Town of Dillon, *Colorado*
 Town of Frisco, *Colorado*
 Town of Snowmass Village,
Colorado
 Town of Windsor, *Colorado*
 Tri Met, *Portland, Oregon*
 Washington County, *Oregon*
 Weld County, *Colorado*



**Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, Oregon 97141**

Phone: 503-842-2472

Fax: 503-842-3445

August 15, 2011

Dear Mayor Weber and City Council,

The City Public Works Committee met and discussed the TURA proposal for the 1st Street Parking Lot. After TURA Board discussion about the recommendation by the Public Works Committee, the TURA would like to propose the following as a plan of action regarding this property:

- 1) The TURA and City will enter into a two (2) year, unrestricted, automatically renewable lease agreement for the entire property. This lease will contain:
 - a) 120 day notice of termination to the City for any potential sale of the property.
 - b) Payment to TURA of 10% payment of all gross revenues received by the City.
 - c) City to retain the four (4) RV parking spaces as free public parking.
 - d) City to maintain a two (2) hour time limit for free public parking.
 - e) City to apply for tax exempt status of the property.
 - f) City will pay all taxes from any non-exempt status of the property.
 - g) City to provide all insurance on the property.
 - h) City to provide staff and maintenance of the property.
 - i) In exchange for the ability to rent spaces in the 1st Street Parking Lot, City will provide 17 spaces currently located behind the Dutch Mill Restaurant for free public parking.
 - j) City will increase monthly rental to \$30.00 per month per parking space.
- 2) TURA will have their legal counsel draw up the lease agreement for presentation to the City Council as soon as possible.

Please advise us as soon as possible of your decision in this matter. Thank you.

Sincerely,

Don Hurd, TURA Chairman

Agency Board Members:
Chairman Don Hurd; Vice-Chair Carolyn Decker;
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves

BEALS BUILDING FAÇADE LOAN & GRANT AGREEMENT

PARTIES: TILLAMOOK URBAN RENEWAL AGENCY, a non-profit governmental agency, hereinafter referred to as "TURA"
210 Laurel Avenue
Tillamook, Oregon 97141

MARILYN K. SAITO, hereinafter referred to as "Owner"
9468 SW Washington Street
Portland, Oregon 97225-6843

RECITALS:

- A. The city of Tillamook has developed a plan to revitalize the community and established TURA to oversee it.
- B. TURA's goals include eliminating blighting influences found in the Tillamook Urban Renewal Area and supporting the continued development of the area as a safe, clean and affordable community.
- C. TURA's mission is to stabilize and improve property values, thus improving the quality of life for those who live, work and visit within the area. The focus is to eliminate blight among commercial, industrial, and residential properties and encourage private development through infrastructure improvements.
- D. TURA's objectives include promoting private development to increase the City's economic base and upgrading and repairing existing buildings within the renewal area.
- E. Owner owns the building commonly known as the Beals Building, located on the southwest corner of the intersection between 3rd Street and Main Street, Tillamook, Oregon 97141, hereinafter referred to as "the Beals Building," and more particularly described in Exhibit A, attached hereto and by this reference incorporated herein.
- F. The Beals Building is located within the Tillamook Urban Renewal Area.
- G. Owner is interested in the renovation of the Beals Building exterior, including but not limited to: repairing and painting the west, north and east walls; and replacing the awning frame and canvas cover.

- H. Owner shall renovate the exterior of the Beals Building, as outlined in Paragraph 15, below, hereinafter referred to as "upgrades."
- I. Pursuant to its objectives, TURA is desirous of creating an incentive for Owner to continue with her private development of the Beals Building by repairing and upgrading the exterior.
- J. As incentive for Owner to continue and expedite her private development of the Beals Building by repairing and upgrading the exterior, TURA will loan Owner funds and grant Owner additional funds towards the renovation of the Beals Building.
- K. TURA's Board has agreed to advance monies in the form of a loan as well as a grant to Owner to aid in the financing of the upgrades of the restoration of the Beals Building.
- L. Owner will execute a Note secured by a Trust Deed in favor of TURA evidencing a lien on the property more particularly described in Exhibit A.
- M. The Note represents Owner's obligation to repay the loan made by TURA to Owner pursuant to this Agreement as well as security for the grant made by TURA to Owner in the event that Owner fails to abide by the terms of this agreement as described more particularly in Paragraphs 9-15, below.
- N. Owner and TURA have previously entered into an agreement with regard to the style and color of the exterior of the Beals Building. See Exhibit B, attached hereto and by this reference incorporated herein.
- O. The parties recognize that the current estimates to complete the upgrades pursuant to Paragraph 15, below, total \$20,500.
- P. Owner shall complete the upgrades in accordance with this Agreement.

AGREEMENT:

In consideration of the loan and grant from TURA to Owner, and the mutual promises of each of them, which have pecuniary value to them, the parties agree as follows:

- 1. Upon Owner's compliance with the requirements of TURA as set forth in this Agreement, TURA shall advance to Owner an amount not to exceed TWENTY THOUSAND, FIVE HUNDRED and NO/100 DOLLARS (\$20,500.00);

2. The funds advanced shall be divided as follows: TEN THOUSAND, FIVE HUNDRED and NO/100 (\$10,500.00) in the form of a loan; and TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in the form of a grant,
3. The length of the loan shall be sixty (60) months from the date of this Agreement;
4. The loan shall carry interest at FIVE AND ONE-HALF percent (5.5%);
5. Owner shall make the first monthly payment of \$228.72 to TURA on or before September 5, 2011, and make monthly payments of \$228.72 on or before the 5th day of each month thereafter through the July 5, 2016 payment. The final payment shall be in the amount of \$228.60 and shall be made on or before August 5, 2016;
6. There shall be no prepayment penalty in the event that Owner chooses to pay all or part of the loan to TURA, ahead of schedule;
7. This entire loan must disburse by the expiration date of September 1, 2011, subject to Paragraph 13, below;
8. Owner shall execute a promissory note in the amount of TWENTY THOUSAND FIVE HUNDRED and NO/100 (\$20,500.00), secured by a Trust Deed on the property on which the Beals Building is located, more particularly described in Exhibit A;
9. Prior to the first advance of the loan, Owner shall, as TURA requires, execute and deliver to TURA in a form or forms acceptable to TURA the following:
 - a. This Agreement;
 - b. The Promissory Note, attached as Exhibit C hereto and by this reference incorporated herein; and
 - c. Trust Deed, attached as Exhibit D hereto and by this reference incorporated herein;
10. Owner shall renovate the exterior of the Beals Building by completing the upgrades, as identified in Paragraph 15, below;
11. Owner agrees to expedite the completion of the upgrades;
12. The parties agree that the combined loan and grant amounts should be sufficient to complete the upgrades. In the event that the combined amounts are not sufficient, Owner may apply for, and TURA's Board may in its sole discretion

approve additional loan amounts, which shall be memorialized in the form of a new supplementary contract;

13. Owner shall complete the upgrades by September 1, 2011, unless a later date is agreed to by both parties in writing, or in the alternative, if events occur that would reasonably be unforeseen, including but not limited to material delivery issues, permit changes, *force majeure*, etc.;
14. TURA shall have the authority, but not responsibility to pay Owner an initial advance on the loan in order to get the upgrades started,
15. As owner completes the following non-exhaustive list, TURA shall make incremental disbursements of portions of the loan and grant described
 - a. Repairing minor areas to prepare for pressure washing and painting the exterior;
 - b. Replacing and minor repairs to prepare for installation of new awnings;
 - c. Pressure washing the exterior of the Beals building;
 - d. Painting the exterior of the Beals building; and
 - e. Installation of new canvas awnings on the north and east sides of the building;
16. Upon Owner's completion of any segment of the upgrades, including but not limited to those identified in Paragraphs 15 (a)-(e), above, Owner shall present an invoice for that segment completed to the TURA Contract Committee. The TURA Contract Committee shall inspect the completed segment. Owner shall provide to TURA proof and/or assurances that the upgrades have been completed to code and in compliance with any applicable permits issued by the City of Tillamook and/or Tillamook County and in compliance with this Agreement;
17. If the TURA Contract Committee is satisfied with the inspection and the progress of Owner, the Contract Committee shall recommend to TURA the amount of each partial advance of the loan and grant to Owner;
18. The parties agree that TURA shall advance monies to Owner first from the loan amount and after the loan amount has been exhausted, from the grant amount;
19. In determining the amount of each advance, the TURA Contract Committee shall take the following into consideration: the total costs of the completion of that segment of the project; the total amount of work remaining to be completed by Owner; and the balance of the loan and grant not then yet disbursed;

20. Upon the recommendation of the TURA Contract Committee, TURA shall make an advance of a portion of the loan or grant in the amount recommended by the TURA Contract Committee;
21. Owner shall obtain and maintain a fire insurance policy in the amount of no less than FIFTY THOUSAND and NO/100 (\$50,000.00) on the Beals Building that names TURA as beneficiary for an amount not less than the maximum possible combined amount of the loan and grant, TWENTY THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$20,500.00);
22. Owner shall obtain and/or maintain a liability insurance policy in an amount of not less than ONE MILLION and NO/100 DOLLARS (\$1,000,000.00), and shall make any modification required so that the Policy covers TURA and its assigns and agents;
23. Owner shall notify TURA of any and all liens on the property on which the Beals Building is located at least seven (7) business days before the date of this Agreement;
24. Prior to TURA signing this Agreement, Owner shall provide proof that no City of Tillamook or County of Tillamook taxes are owing by Owner;
25. TURA shall have the right of first refusal for any potential purchase of the Beals Building and the real property on which the Beals Building lies for five (5) years from the date of this Agreement;
26. If at any time TURA determines that Owner is making inadequate progress in completing and/or is not expending an adequate amount of her own funds to complete the upgrades, Owner shall be considered in breach of this Agreement and shall be subject to the provisions of Paragraph 28, below;
27. If at any time within five (5) years after the date of this Agreement, Owner obtains tax exempt status for the real property on which the Beals Building is located, the Owner will be assessed a penalty equal to what the Tillamook County real property taxes would be for the period of time remaining in the five (5) year period beginning on the date of this Agreement;
28. If at any time, Owner fails to comply with any provision of this Agreement, TURA shall notify Owner in writing of the breach, after which Owner shall have 30 days from the date of the written notice to cure the breach. If Owner is unable or unwilling to cure the breach within the 30 days, TURA will be under no further obligation to make additional advances of the loan or grant to Owner, the loan in

its entirety will immediately become due and payable and Owner shall compensate TURA for any amounts of the grant previously advanced to Owner;

29. TURA shall have no obligation, either expressed or implied, to Owner, or any contractor or to any third parties, to verify that advances made pursuant to the Agreement are actually used to pay for labor or materials furnished in connection with the upgrades. Owner agrees to assume all risks in the event any contractor fails to pay for any labor or materials so furnished;
30. TURA shall have no liability or obligation, either expressed or implied, to Owner, any contractors, or to any third parties, in connection with the upgrades, except to advance monies as provided under this Agreement. Further, TURA is not liable for the performance of any contractor or any other third parties nor for any failure to construct, complete, protect, or insure the upgrades. Nothing under this Agreement shall be construed as a representation or warranty, expressed or implied, on TURA's part;
31. *Choice of Law.* All terms of this Agreement, shall be construed in accordance with and governed by the laws of the State of Oregon unless the parties agree that this Agreement will be treated in accordance with the laws of another state;
32. *Waiver.* Waiver by either party of strict performance of any of the provisions of this Agreement must not be construed as or constitute a waiver of that party's right to subsequently require strict performance of the same or any other provision of this Agreement;
33. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the property relations between the parties and supersedes all previous expressed or implied agreements, representations, or warranties with respect to the subject matter;
34. *Effective Date.* This Agreement shall become binding upon the parties immediately once signed by both parties;
35. *Amendment or Termination.* This Agreement may be amended or terminated by the parties, but only by an instrument in writing signed by each of them;
36. *Representation of Parties by Counsel.* The parties both agree that they, and each of them, have had sufficient opportunity to contact independent legal counsel of their choice in preparing this Agreement and that they fully understand the terms, provisions, and legal consequences of this Agreement whether or not they have contacted counsel;

- a. TURA's lawyer initially drafted proposals for this Agreement. However, it has been thoroughly reviewed by Owner, and appropriate changes, if necessary, were made. Therefore, the fact that the initial drafts of this Agreement were prepared by TURA's lawyer is not a basis for creating a larger and more difficult burden of proof for TURA than otherwise provided by law when and if it seeks to enforce the terms of this Agreement. Similarly, Owner's burden of proof is not enlarged beyond that otherwise provided by law, if and when she seeks to enforce the terms of this Agreement.
 - b. TURA has been represented by Samuel J. Kuzma, Attorney at Law of John H. Tuthill & Associates, Tillamook, Oregon. Owner has been represented by Attorney at Law of _____
37. *Entirety of Agreement.* The parties specifically acknowledge that this stipulation contains the entirety of their agreement. There are no verbal or other written agreements between the parties modifying or expanding the terms of this agreement.

IN WITNESS WHEREOF, the parties have voluntarily executed this Loan Agreement in duplicate on the first date written below.

MARILYN K. SAITO

DON HURD, Chairman
Tillamook Urban Renewal Agency

STATE OF OREGON)
)ss.
County of _____)

This instrument was acknowledged before me on _____2011,
by Marilyn K. Saito.

Notary Public for Oregon

STATE OF OREGON)
)ss.
County of _____)

This instrument was acknowledged before me on _____2011, by Don
Hurd as Chairman of Tillamook Urban Renewal Agency.

Notary Public for Oregon

EXHIBIT A

LEGAL DESCRIPTION:

The North 55 feet of Lots 3, and 4, Block 3, McDERMOTT'S ADDITION TO TILLAMOOK CITY, EXCEPTING the undivided one half interest in the South wall of the Beals Building conveyed to Claude H. Smith, et ux, by deed recorded May 23, 1938 in Book 75, at Page 339, Deed Records and ALSO EXCEPTING the West 5 feet of said Lot 3.

EXHIBIT B

Colors of paint agreed upon by TURA and Owner:

Building: Tampico Brown 325-7, as shown in color sample of Pittsburgh Paint brochure Historical American Classic colors or similar.

Building Trim: Earl Gray 522-5, as shown in color sample of Pittsburgh Paint brochure Historical American Classic colors or similar.

Fabric Awning: Sunbrella fabric color, Spruce or similar.

EXHIBIT C

Promissory Note to be attached

EXHIBIT D

Trust Deed to be attached

TILLAMOOK COUNTY PUBLIC WORKS

503 MAROLF LOOP
TILLAMOOK, OR 97141

(503) 842-3419 Fax (503) 842-6473
pubwks@co.tillamook.or.us

STATEMENT

Date Printed: 8/2/2011
Customer Acct: 200
Payment Terms: 30 days

Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook,, OR 97141

Ship To:

Invoice#	Invoice Date	Description	Invoice Total	Invoice Balance												
0802111477	08/02/2011	NW Engineers Invoice #1291 reimbursement	\$15,294.19	\$15,294.19												
<table><tr><td>Payment Date</td><td>Check #</td><td>Amount</td></tr><tr><td></td><td></td><td>\$0.00</td></tr></table>					Payment Date	Check #	Amount			\$0.00						
Payment Date	Check #	Amount														
		\$0.00														
Invoice Activity Sub-Totals			\$0.00	\$15,294.19												
<table><tr><td>Credits</td><td>Check #</td><td>Check Amount</td><td>Remaining Balance</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="3">Total Credits</td><td>\$0.00</td></tr></table>					Credits	Check #	Check Amount	Remaining Balance					Total Credits			\$0.00
Credits	Check #	Check Amount	Remaining Balance													
Total Credits			\$0.00													
Total Balance Due				\$15,294.19												

TILLAMOOK COUNTY PUBLIC WORKS

503 MAROLF LOOP

TILLAMOOK, OR 97141

(503) 842-3419

Fax: (503) 842-6473

pubwks@co.tillamook.or.us

INVOICE

Invoice #: 0802111477

Date Printed: 8/2/2011

Customer Acct: 200

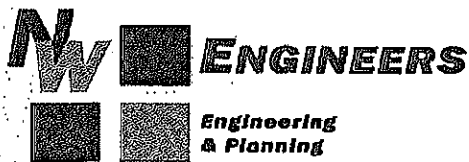
Payment Terms: 30 Days

Tillamook Urban Renewal Agency

210 Laurel Avenue

Tillamook, OR 97141

Date	Qty	UOM	Description	Unit Price	Amount
7/31/2011	1	Each	NW Engineers Invoice #1291 reimbursement	\$15,294.19	\$15,294.19
Total:					\$15,294.19



INVOICE

Tillamook County
Attn: Liane Welch
201 Laurel Avenue
Tillamook, OR 97141

Invoice No: 07-11#1291
Invoice Date: 31-Jul-11
Due Date: Upon Receipt

Contract: N0151 Tillamook County 3rd Street Design
For professional services through July 31, 2011

Customer ID: H0039

Billing Summary

Contract Services Time Expense/Costs - NW Engineers, LLC

	Budget	Billed to date	Total
1 <u>Project Management</u>	\$6,650.00	\$6,431.51	\$0.00
2 <u>Survey</u>	\$31,500.00	\$33,452.99	\$0.00
3 <u>Offsite Survey</u>	\$5,250.00	\$5,250.00	\$0.00
4 <u>Geotechnical</u>	\$13,825.00	\$12,781.47	\$0.00
5 <u>Preliminary Civil Engineering</u>	\$26,616.00	\$30,364.14	\$0.00
6 <u>Preliminary Stormwater Engineering</u>	\$17,970.00	\$17,354.35	\$0.00
7 <u>Final Civil Engineering Design</u>	\$13,475.00	\$29,453.35	\$0.00
8 <u>Final Stormwater Design</u>	\$8,985.00	\$13,904.45	\$0.00
9 <u>Cost Estimates</u>	\$3,610.00	\$1,800.00	\$0.00
10 <u>Specification/Bidding Documents</u>	\$8,235.00	\$7,515.00	\$0.00
11 <u>NEPA</u>	\$2,350.00	\$664.13	\$0.00
12 <u>Right of Way Allowance (includes GRI)</u>	\$12,600.00	\$11,352.66	\$0.00
13 <u>Meetings/Open House</u>	\$10,960.00	\$4,671.73	\$0.00
14 <u>Modification #1</u>	\$10,000.00	\$9,385.00	\$0.00
15 <u>Modification #2</u>	\$2,100.00	\$1,008.00	\$0.00
16 <u>Modification #3 Surveying</u>	\$13,320.00	\$19,792.50	\$0.00
17 <u>Modification #3 Right of Way Work</u>	\$227,565.00	\$59,451.23	\$25,275.88
18 <u>Modification #3 Right of Way Drawings</u>	\$3,880.00	\$6,325.00	\$0.00
19 <u>Modification #3 Revise Specifications</u>	\$2,000.00	\$0.00	\$0.00
20 <u>Modification #3 ODOT Plan Revisions</u>	\$16,000.00	\$26,878.00	\$5,312.50
21 <u>Modification #3 ODOT Meetings</u>	\$3,160.00	\$1,423.13	\$0.00
22 <u>Modification #3 Water Main Additional Section</u>	\$3,160.00	\$3,150.00	\$0.00
Subtotal Time Expense/Costs	\$443,211.00	\$302,408.64	\$30,588.38

Total Invoice \$30,588.38

Approved By

Greg Thiel

Greg Thiel
PROJECT MANAGER

0693
14-01
160-16003-7103

NW Engineers
19075 NW Tanesbourne Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402

For professional services through July 31, 2011.

Billing Detail				
Project Management				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Greg Thiel	Mileage			\$0.00
Greg Thiel	Meals			\$0.00
	Copies and postage			\$0.00
Subtotal				\$0.00
Survey				
Name	Designation	Hours	Rate	Amount
Baysid Surveying	Additional Topo			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Offsite Survey				
Name	Designation	Hours	Rate	Amount
Bayside Surveying	Office Site Surveying			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Geotechnical				
Name	Designation	Hours	Rate	Amount
Chinook GeoServices	Geotech field work			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Preliminary Civil Engineering				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Subtotal				\$0.00
Preliminary Stormwater Engineering				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Subtotal				\$0.00

NW Engineers
 19075 NW Tannebourne Drive
 Suite 160
 Hillsboro, OR 97124
 Phone (503) 601-4401
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Final Civil Engineering Design				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Matt Clemens	Technician	0	\$90.00	\$0.00
Richard Gitschlag, PE	Engineer	0	\$95.00	\$0.00
	5% markup			\$0.00
Richard Gitschlag, PE	Copying			\$0.00
Richard Gitschlag, PE	Mileage			\$0.00
Subtotal				\$0.00

Final Stormwater Design				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Chris Baker	Planning Designer	0	\$90.00	\$0.00
Danelle Isenhardt	Planning Designer	0	\$90.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Clint Davis	Engineer	0	\$75.00	\$0.00
Clint Davis	Mileage			\$0.00
Subtotal				\$0.00

Cost Estimates				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technician		\$90.00	\$0.00
Subtotal				\$0.00

Specification/Bidding Documents				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Danelle Isenhardt	Planning Designer	0	\$90.00	\$0.00
Subtotal				\$0.00

NEPA				
Name	Designation	Hours	Rate	Amount
Subtotal				\$0.00

Right of Way Allowance (includes GRI)				
Name	Designation	Hours	Rate	Amount
GRI Invoice				
Markup				
Subtotal				\$0.00

NW Engineers
19075 NW Tonesbome Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402

Meetings/Open House				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Subtotal				\$0.00
Modification #1				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Subtotal				\$0.00
Modification #2				
Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				\$0.00
Subtotal				\$0.00
Modification #3 Surveying				
Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				\$0.00
Subtotal				\$0.00
Modification #3 Right of Way Work				
Name	Designation	Hours	Rate	Amount
Right of Way Associates	Bill 7/25/2011			\$24,902.34
Markup-				\$373.54
Subtotal				\$25,275.88
Modification #3 Right of Way Drawings				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Subtotal				\$0.00
Modification #3 Revise Specifications				
Name	Designation	Hours	Rate	Amount
				\$0.00
Subtotal				\$0.00

NW Engineers
19075 NW Tanasbourne Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402

Modification #3 ODOT Plan Revisions				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	56.25	\$90.00	\$5,062.50
Greg Thiel	Division Manager	2	\$125.00	\$250.00
Chris Baker	Technologist		\$90.00	\$0.00
Subtotal				\$5,312.50
Modification #3 ODOT Meetings				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Mileage-G. Thiel				\$0.00
Subtotal				\$0.00
Modification #3 Water Main Additional Section				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	0	\$90.00	\$0.00
Subtotal				\$0.00
Project Total				\$30,588.38

NW Engineers
19075 NW Tanasbourne Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402



Right-of-Way Associates, Inc.
 10186 SW Laurel St.
 Beaverton, OR 97005
 Phone: (503) 644-3436 Fax: (503) 644-7400

NW Engineers LLC
 Attn: Greg Thiel
 19075 NW Tanasbourne Dr, Ste 160
 Hillsboro, OR 97124

[Handwritten signature]

Date:
 7/25/2011
INVOICE
 11002-053111-003

Job Number	Project Name	Due Date
11-002	3rd Street Road & Drainage	Net 30 Days
Contract Expiration Date: December 31, 2011		
Services Provided		Amount
For Professional Services between 05/01/2011 and 05/31/2011		
3rd Street Road and Drainage		\$ 8,566.90
Decambra.01		36.00
CrispinProperties.02		424.00
Cummings.03		447.99
United States Bakery.04		508.00
Zweifel Trust.05		661.33
Kephart.06		52.00
Lovitt.07		32.00
Mezyk Zweifel.08		144.01
Schultz.09		24.00
Tillamook School District #9.58		45.33
Jacob.10		24.00
Cole.11		24.00
Decambra.12		24.00
Fletcher.13		24.00
Long.14		282.66
Lane.15		454.67
Billow.16		278.67
Wodesky.17		249.34
Dickson.18		36.00
Plantenga.19		445.33
Crabtree.20.		304.00
Wright.21		369.33
LeWallen.22		393.33
Wyss.23		356.00
Hayes.24		444.00
Faudskar.25		434.66
Naegeli.26		24.00

NW Engineers, LLC
 Payables

Project No.	
Fixed Asset	
Acct No.	
Due Date	
QB	
Approved	<i>[Signature]</i>
Date	7/28/11



Right-of-Way Associates, Inc.
10186 SW Laurel St.
Beaverton, OR 97005

Phone: (503) 644-3436 Fax: (503) 644-7400

Degree.27	102.67
Garcia Trust.28	228.00
Musgrove.29	371.99
Goodspeed.30	124.00
Coy.31	115.99
Brennan.32	653.32
Pickett.33	376.00
Brown.34	308.00
Rodman-Hendrickson.36	539.98
White.37	286.67
Bouthiller.38	281.33
Weber.39	324.01
Palter.40	350.67
Dean.41	874.67
Haley.42	237.34
Jones.43	392.00
Thompson.44	354.67
Wilks.45	171.99
Phillips.46	277.33
Phillips.47	100.00
Priss.48	277.33
Bristow.49	320.00
Seeger.50	237.34
Griffeth.51	478.66
Griffeth.52	89.33
Thompson.53	102.66
Erickson.54	432.00
Crume.55	562.66
E & E Autobody.56	373.33
Martin.57	386.66
Tillamook Co. Trans. Dist.59	49.33
Direct Costs:	
Postage	12.86
Total Invoice Amount:	\$ 24,902.34
Account Status - Summary to Date	

Authorized Limit	\$	224,200.00
Previously Billed	33,670.30	
This Billing	24,902.34	
Total Billings to Date	\$	58,572.64



ROWA
RIGHT-OF-WAY ASSOCIATES, INC.

Right-of-Way Associates, Inc.

10186 SW Laurel St.

Beaverton, OR 97005

Phone: (503) 644-3436 Fax: (503) 644-7400

Remaining Funds

\$

165,627.36



Right of Way Associates, Inc.
10186 SW Laurel Street
Beaverton, OR 97005

Phone
Fax

503-644-3436
503-644-7400

Invoice submitted to:
NW Engineers

July 25, 2011

In Reference To:
3rd Street Road and Drainage

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
5/1/2011	DMM Prepare mailing including GIN letter, exhibit, two brochure enclosures, each parcel with one regular mailing and one certified;	6:30 48.00/hr	312.00
5/2/2011	DMM Update project tracking grid;	0:50 48.00/hr	40.00
	RDF Phone Greg Thiel re: status of storm sewer legal descriptions and exhibits;	0:15 100.00/hr	25.00
	DMM Physically file copies of GIN for all parcels; physically file legal descriptions and sketches for most parcels;	3:15 48.00/hr	156.00
5/3/2011	DMM Update project tracking grid with new easement information; update with donation document status;	1:35 48.00/hr	76.00
	TAS Discussion with Diane re: donation letter language; discussion with Diane re: status of preparing donation documents;	0:20 48.00/hr	16.00
	DMM Review Donation Letter template;	0:35 48.00/hr	28.00
	DMM Receive and file updated sketches from engineer; conference w/David re: same and status of donation letters;	2:15 48.00/hr	108.00
	RDF Phone Greg Thiel re: storm sewer easements; review email from Liane Welch re: historic properties; research the owner list for impacts and respond to email; conference with Diane re: status of donation letters and re-filing of legal descriptions and exhibits;	1:20 100.00/hr	133.33
5/4/2011	SLF Discussion with Traci re: judgements listed in title exceptions;	0:05 80.00/hr	6.67
	RDF Review email from Traci re: status of tracking grid and templates;	0:05 100.00/hr	8.33
	TAS Discussion with Shannon re: judgements listed on exceptions;	0:05 48.00/hr	4.00
	RDF Discussion with Traci re: preparing documents;	0:20 100.00/hr	33.33
	TAS Review project tracking grid; review status of templates; email David re: same; update 7 files with certified mail receipts; update 12 files; discussion w/Shannon re: review of conveyance documents;	1:40 48.00/hr	80.00

			Page	2
			Hrs/Rate	Amount
5/4/2011	JAW	Update 20 files with certified return receipt for GIN;	0:30 48.00/hr	24.00
	TAS	Discussion with David re: status of preparing documents;	0:20 48.00/hr	16.00
	SLF	Discussion with Traci re: review of conveyance documents and status;	0:10 80.00/hr	13.33
5/5/2011	JAW	Review Diane's email for latest exhibits;	0:10 48.00/hr	8.00
	TAS	Print and update 43 files with revised 4-27-11 sketches; discussion with Shannon re: updated sketches; update electronic files for all parcels; review electronic files for legal descriptions; discussion with David re: same; discussion with Shannon re: title reports and document review;	4:00 48.00/hr	192.00
	JAW	Attach return mail receipts to parcel files;	0:10 48.00/hr	8.00
	JAW	Supersede legal descriptions and sketches and replace w/revised legal descriptions and sketches for 11 files;	0:15 48.00/hr	12.00
	SLF	Review emails from Liane and historical subconsultant related to historical buildings; research information on same; email to David with information and suggestions for ROW process;	0:55 80.00/hr	73.33
	SLF	Receive and forward title reports for 7 properties to Diane for processing, Traci for examination and Greg for use by surveyor; forward 10 additional title reports to Traci for examination previously sent to Diane and Greg;	0:30 80.00/hr	40.00
	RDF	Discussion with Traci re: review of electronic files and legal descriptions;	0:10 100.00/hr	16.67
	SLF	Discussion with Traci re: updated sketches; discussion with Traci re: title reports and document review;	0:15 80.00/hr	20.00
	RDF	Review email from Shannon re: information and suggestions for ROW process;	0:05 100.00/hr	8.33
5/6/2011	SLF	Discussion with Traci re: tracking grid updates; discussion with Traci re: driveway exhibits received 5/5/11;	0:20 80.00/hr	26.67
	SLF	Review emails from Melissa at ODOT; QC / edit ROE, Donation Request Letter and Donation Agreement; email to David re: same;	1:20 80.00/hr	106.67
	SLF	Email to Traci re: list of properties that will have changes for addition of storm easements so that she focus document preparation on those with no changes and update tracking grid taking info; email from Traci re: same; email to Traci with links to approved document templates and identify parcel numbers that still need to be prepared;	0:30 80.00/hr	40.00
	SLF	Emails to / from Paula re: title invoices received for billing and verify she has all of them received to date; update project tracking grid with title information; email to title officer to request missing title invoices and verify reports not yet prepared and transmitted to ensure we had all completed to date;	0:50 80.00/hr	66.67
	SLF	Review legal descriptions and exhibits; email to David re: request to surveyor to add total s.f. on exhibits for temporary easements, parcel number discrepancy for County owned property exhibit;	0:10 80.00/hr	13.33
	SLF	Revise project tracking grid to add additional columns for tracking parcel information and progress; update title / title section for all parcels, edit incorrect data for owners and begin updating taking information for	3:00 80.00/hr	240.00

		<u>Hrs/Rate</u>	<u>Amount</u>
	parcels; email to Traci to update remainder of taking information tomorrow for David to review;		
5/6/2011	RDF Discussion with Traci re: draft Donation Letter and Donation Agreement template;	0:10 100.00/hr	16.67
	RDF Discussion with Traci re: review of changes to acquisition documents;	0:10 100.00/hr	16.67
	JAW Update 10 files with certified mailing return receipts;	0:25 48.00/hr	20.00
	TAS File and update electronic files for GIN's;	1:00 48.00/hr	48.00
	TAS Discussion with David re: review changes to acquisition documents; email from Shannon re: merging documents; discussion with Shannon re: same; draft donation letter and donation agreement template; discussion with David re: trench easement; email Shannon re: status of preparing donation letters/agreements; email Shannon re: donation letter language;	1:25 48.00/hr	68.00
	TAS Update Tracking Grid; discussion with Shannon re: same; discussion with Shannon re: sketches received 5/5/11;	2:05 48.00/hr	100.00
5/9/2011	RDF Conference with Traci re: legal descriptions and donation letter formats; phone Greg Thiel three times to sort out the exhibit status;	0:50 100.00/hr	83.33
	TAS Discussion with Shannon re: drafting donation agreement & letter; discussion with David re: language in donation letter and legal descriptions & sketches;	1:15 48.00/hr	60.00
5/10/2011	DMM Discuss updates to 3rd Street project with Traci and David;	0:15 48.00/hr	12.00
	JAW Review all of the physical parcel files, check against title grid; print Preliminary Title reports missing from physical files;	0:45 48.00/hr	36.00
	DMM Update project tracking grid;	1:30 48.00/hr	72.00
	RDF Conference with Diane and Traci re: document preparation and how to proceed; phone from Leda Stoutenburg re: Zweifel property questions; email Diane with question;	0:35 80.00/hr	46.67
	TAS Discussion with Diane re: legal descriptions & sketches/preparing documents; discussion with David/Diane re: same; revise donation slope easement template; task assignment for Julie or Diane re: scanning legal descriptions; discussion with David re: driveway letters; review files for parcels needing driveway letters;	1:15 48.00/hr	60.00
5/11/2011	DMM Print and file donation documents;	1:30 48.00/hr	72.00
	RDF Phone Greg Thiel re: driveway exhibits; review email response and forward to staff; work on materials for visit to Tillamook; call and leave messages; discussion w/Diane re: same;	1:35 100.00/hr	158.33
	DMM Discuss document preparation with Traci;	0:10 48.00/hr	8.00
	TAS Email Shannon re: QC of donation packets; discussion with Diane re: status of drafting documents/ TC ROE letter; emails to/from David re: TC ROE; discussions with Diane re: same; discussion with Shannon re: QC of donation packets/TC ROE letter; discussion with David re: same;	1:10 48.00/hr	56.00

			Page	4
			<u>Hrs/Rate</u>	<u>Amount</u>
5/11/2011	DMM	Discuss project status and the missing legal descriptions from surveyor with David;	0:30 48.00/hr	24.00
5/12/2011	RDF	Discussion with Traci re: storm sewer easement language;	0:15 100.00/hr	25.00
	SLF	Email from David re: spreadsheet to use for making owner calls and scheduling appointments; begin preparing same; review tracking grid and complete taking updates; email to David re: parcels he should contact to make appointments with for Donations that will not need storm easement and are not potential historical properties and indicate it is up to date through parcel 18 if he wants to use and begin calls; additional email to David with update through parcel 35; final email to David when spreadsheet is complete; email Diane re: updated tracking grid and assign her to update with Donation Packet preparation information and keep grid current going forward;	2:30 80.00/hr	200.00
	SLF	Email to David and Diane re: location of barn and trench drain noted in prior email from Greg and if this is on Zweifel or County Transportation property;	0:10 80.00/hr	13.33
	SLF	Assign Diane to order title reports for parcels 2, 3, 4, 6, 21, 22, 23, 24 and 25 since the design has been changed and permanent rights will be needed;	0:10 80.00/hr	13.33
	SLF	Review email from David to Diane with update on status, task assignment for transmitting Donations acquired, document preparation for the 5/16 trip and document revisions / file updates needed on a couple of parcels;	0:15 80.00/hr	20.00
	JAW	Print and scan legal descriptions to convert to jpeg;	1:35 48.00/hr	76.00
	TAS	Discussion with David re: storm sewer easement language; revise storm sewer easement and storm sewer easement donation template;	1:00 48.00/hr	48.00
	JAW	Update parcel diaries with entry for GIN mailing;	1:20 48.00/hr	64.00
	DMM	Discuss 3rd Street donation process with David;	0:05 48.00/hr	4.00
	DMM	Print TC ROE for files needed by David to request donations;	0:40 48.00/hr	32.00
	DMM	Review updated spread sheet;	0:15 48.00/hr	12.00
	DMM	Draft email to title officer to follow up on remaining title reports needed;	0:30 48.00/hr	24.00
	RDF	Prepare letters and documents for 15 files to take to Tillamook for drop in opportunities; discussion with Traci & Diane re: donation process & status;	2:35 80.00/hr	206.67
	TAS	Discussion with Diane/David re: status of files in which documents have not been drafted and donation process;	0:40 48.00/hr	32.00
5/13/2011	JAW	Print donation documents for QC;	0:10 48.00/hr	8.00
	DMM	Prepare donation status report in MS Word;	1:45 48.00/hr	84.00

			Page	5
			<u>Hrs/Rate</u>	<u>Amount</u>
5/14/2011	RDF	Drive project and identify landscaping and slope at each property; return to Beaverton;	1:30 80.00/hr	120.00
5/15/2011	RDF	Draft email instructions to Diane re: how to proceed; review schedule and make appointments; make assignment for donation preparation on remaining files;	1:45 80.00/hr	140.00
5/16/2011	SLF	Review email from David with update on status; compare same to project status report; email to David re: discrepancies and identify parcels missed in email; multiple phone calls from David, Traci and Diane to coordinate donation packet preparation and QC, discuss design changes and status of revised exhibits;	1:30 80.00/hr	120.00
	SLF	Discussion with Traci re: files that QC for David's next trip;	0:15 80.00/hr	20.00
	SLF	Email to Traci re: document QC status;	0:05 80.00/hr	6.67
	SLF	Email to David re: review of language change in TCE; email from David re: TC-ROE letter and why separate from Donation Letter;	0:05 80.00/hr	6.67
	SLF	Email to Diane re: procedure for Donation Packet preparation & review of own work; QC / edit Donation Letter, Donation Agreement, Dedication, Slope Easement, Storm Sewer Easement and TC Easement templates; Diane re: document template revisions complete for preparing Donation packets on remaining files;	3:00 80.00/hr	240.00
	SLF	Emails from Terry with updated legal descriptions and sketches for parcels 2-5, 21-23 and 25; forward same to Diane for processing and files update; discussion with Diane re: her conversation with Terry about elimination of storm drains on 06.Kephart and 21.Wright and addition of drain on 05.Zwiefel; provide direction to document information received verbally by sending an email confirmation; review email sent by Diane to Greg; email to Diane re: same;	0:45 80.00/hr	60.00
	SLF	Emails to / from David re: parcels seen and those he has appointments with tomorrow;	0:10 80.00/hr	13.33
	TAS	Discussion with Shannon re: document QC/files to prepare for David; discussion with Diane re: documents to prepare; discussion with Shannon re: legal descriptions & sketches; discussion with Diane re: legal descriptions & sketches received;	0:55 48.00/hr	44.00
	DMM	Verify all received title reports are filed; make list of needed title reports; phone title company for update on expected receipt of title reports;	1:00 48.00/hr	48.00
	DMM	Phone Bayside surveyor and discuss sketch changes and revisions;	0:25 48.00/hr	20.00
	RDF	Phone Bill Adams re: appraisal assignment; conference with Diane re: appraisal packet assembly; phone Greg Thiel re: Slope Easement impacts;	0:50 100.00/hr	83.33
5/17/2011	RDF	Drive to Beaverton to review and pick up files and return to Tillamook;	2:30 80.00/hr	200.00
	SLF	Review tracking grid; email to Terry and Greg confirming parcel numbers for 59.Tillamook County and 60.City of Tillamook parcels and missing storm exhibits for parcels 43.Jones and 56.E&E;	0:15 80.00/hr	20.00
	TAS	Revise TC ROE letter template;	0:05 48.00/hr	4.00
5/18/2011	SLF	Drive to Gales Creek and deliver files to David for Thursday negotiations; return to Beaverton;	2:30 80.00/hr	200.00

		Hrs/Rate	Amount
5/18/2011	RDF Drive to Tillamook;	1:45 80.00/hr	140.00
	RDF Go to Tlor to discuss title reports and vesting requirements;	0:30 80.00/hr	40.00
	DMM Discuss with David priorities for document prep, sketch updates and 03.Cummings dual tax lot;	0:40 48.00/hr	32.00
	TAS Discussion with Diane re: preparing appraiser packet;	0:05 48.00/hr	4.00
	RDF Drive to Gales Creek and pick up files delivered by Shannon for use in Thursday negotiations and return to Tillamook;	1:30 80.00/hr	120.00
5/19/2011	RDF Conference with Liane Welch re: project issues for various parcels: Griffith, Faudskar, Wright, Auto Body and Transit District, print out documents and discuss other project questions; discuss donation status w/Diane;	1:30 80.00/hr	120.00
	DMM Update project tracking grid with donation and appraisal information;	0:45 48.00/hr	36.00
	DMM Discuss donation status with David;	0:20 48.00/hr	16.00
	DMM Discuss Tillamook County Transportation District parcel;	0:20 48.00/hr	16.00
	DMM Draft engagement letter for review; create contact spread sheet; revise and update appraisal engagement notebook;	2:25 48.00/hr	116.27
5/20/2011	SLF QC appraiser engagement letter; email to Diane and David re: same;	0:50 80.00/hr	66.67
	DMM Update Appraiser notebook;	1:35 48.00/hr	76.00
	DMM Update Appraisal Information grid;	1:30 48.00/hr	72.00
	TAS Print legal descriptions & sketches for appraiser-30 files;	1:10 48.00/hr	56.00
5/21/2011	SLF Email to Diane to confirm if David met with appraiser; review appraiser grid; assign Diane to finalize engagement letter and save with date given to appraiser; forward generic conveyance templates to Diane for sending to appraiser;	0:20 80.00/hr	26.67
	SLF Review tracking grid; email to Peter at title company to verify we are still missing 4 reports for parcels 05, 33, 58 & 59;	0:15 80.00/hr	20.00
	RDF Email Diane re: materials to be supplied to Bill Adams, appraisal schedule and how to proceed; email Diane re: TC ROE parcel list, file status and preparation;	0:35 80.00/hr	46.67
	SLF Email to Diane re: preparation of offer packets and to copy conveyance documents from donation packets and replace "mutual benefits" with consideration statement in each and draft offer letters; update templates in master file with same;	0:20 80.00/hr	26.67
5/22/2011	SLF Review emails between David and Diane re: appraiser materials; email to Diane with instructions for same;	0:10 80.00/hr	13.33
	SLF Email from David to confirm the TC-ROE only parcels; review his list to tracking grid; email to David to confirm what he has is correct;	0:15 80.00/hr	20.00

		<u>Hrs/Rate</u>	<u>Amount</u>
5/22/2011	RDF Discuss materials for Bill Adams with Diane; drive to Salem for conference with Bill Adams; email Diane with results and instructions for how to proceed;	5:40 80.00/hr	453.33
5/23/2011	DMM Update Bill Adams with examples of conveyance documents electronically;	0:20 48.00/hr	16.00
	RDF Meet w/Diane re: priorities;	0:15 80.00/hr	20.00
	SLF Review email from Diane re: processing donations received from owners; email to Diane to provide direction on same;	0:15 80.00/hr	20.00
	SLF Email to David re: TCE timeframe;	0:05 80.00/hr	6.67
	DMM Draft transmittal memo template for donations;	0:30 48.00/hr	24.00
	DMM Meet with David re: priorities;	0:15 48.00/hr	12.00
5/24/2011	TAS Discussion with Diane re: preparing Meyzk/Zwiefel documents;	0:15 48.00/hr	12.00
5/25/2011	DMM Receive task from Shannon to update accounting with all title invoices not processed; process and forward missing title invoices;	0:35 48.00/hr	28.00
	TAS Respond to Diane's email re: title invoices;	0:05 48.00/hr	4.00
	RDF Phone from Greg Thiel re: details of Faudskar, Weber and Mezyk; prepare & sign letters for TC ROE parcels; drive to Tillamook;	2:10 80.00/hr	173.33
	DMM Assist David with file preparation for trip;	0:45 48.00/hr	36.00
5/26/2011	RDF Conference with Diane Welch re: status of various parcels; pick up print outs of revised drawings and make copies;	0:45 80.00/hr	60.00
	SLF Discussion with Traci re: title report invoices;	0:05 80.00/hr	6.67
	SLF Email to Paula to proceed with invoicing and we will include missing title invoices on next invoice;	0:05 80.00/hr	6.67
5/27/2011	DMM Update appraisal spreadsheet; update tentative appraisal spreadsheet; update project tracking grid;	1:00 48.00/hr	48.00
	DMM File title reports in physical files; file return receipt cards from GIN's;	0:30 48.00/hr	24.00
	DMM Prepare donation spreadsheet to update NW Engineers on status;	0:45 48.00/hr	36.00
5/31/2011	DMM Meet with David to discuss updated sketches and physical file setup;	0:20 48.00/hr	16.00
	SLF Emails from / to Diane re; Relocation Benefit Summary;	0:10 80.00/hr	13.33
	DMM Finalize donation transmittal memo template;	0:15 48.00/hr	12.00
	RDF Meet with Diane re: updated sketches and physical file setup;	0:20 80.00/hr	26.67

5/31/2011 RDF Review and respond to emails from Bill Adams re: scope and details of 15 day letters;

<u>Hrs/Rate</u>	<u>Amount</u>
0:20 100.00/hr	33.33
113.45	\$7,269.94

For professional services rendered

Additional Charges :

5/12/2011 RDF Ashly Inn of Tillamook;

<u>Qty/Price</u>	
1 \$197.58	197.58

RDF Pacific House Restaurant;

1 \$20.25	20.25
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RDF Mileage Expenses for 5/12-5/14 trip;

220 \$0.51	112.20
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5/13/2011 RDF Kendra's Kitchen;

1 \$14.23	14.23
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5/16/2011 RDF Mileage Expenses for 5/16-5/19/11 trip;

428 \$0.51	218.28
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RDF Ashly Inn of Tillamook;

1 \$283.05	283.05
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RDF La Mexicana;

1 \$13.49	13.49
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RDF McDonalds;

1 \$3.90	3.90
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5/18/2011 RDF Linns Family Resturant;

1 \$11.75	11.75
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SLF Mileage Expenses for meeting David in Gales Creek;

65 \$0.51	33.15
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5/19/2011 RDF Pacific House;

1 \$20.25	20.25
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5/22/2011 RDF Mileage Expenses for meeting appraiser;

87 \$0.51	44.37
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5/23/2011 RDF Mileage Expenses for Erickson meeting;

18 \$0.51	9.18
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5/25/2011 RDF Mileage Expenses for 5/25 trip;

197 \$0.51	100.47
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5/26/2011 RDF Ashly Inn of Tillamook;

1 \$98.79	98.79
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5/27/2011 RDF Mileage Expenses for 5/27 trip;

177 \$0.51	90.27
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RDF Pacific House;

1 \$25.75	25.75
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Total costs

\$1,296.96

Total amount of this bill

\$8,566.90

TURA REIMBURSEMENT

DATE BILLED	AMOUNT	DATE RECEIVED
8/3/2010	\$7,109.85	9/2/2010
9/1/2010	\$28,699.67	9/13/2010
10/6/2010	\$21,365.56	10/29/2010
11/1/2010	\$25,675.90	11/15/2010
12/1/2010	\$28,216.43	12/29/2010
1/3/2011	\$18,477.75	1/18/2011
2/3/2011	\$17,092.03	2/28/2011
3/1/2011	\$10,491.89	3/22/2011
4/1/2011	\$9,780.48	4/27/2011
5/3/2011	\$12,157.00	5/24/2011
6/1/2011	\$18,400.82	6/13/2011
7/5/2011	\$12,602.62	7/20/2011
Total TURA Reimbursement	\$210,070.00	

THIRD STREET DESIGN CONTRACT WITH NW ENGINEERS

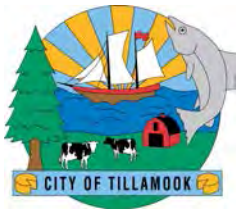
COUNTY PORTION \$11,000.00 (our portion was paid on 8/3/10 payment)
TURA PORTION \$151,026.00
TOTAL CONTRACT AMOUNT \$162,026.00
Change Order # 1 \$10,000.00
Change Order # 2 \$2,100.00 \$174,126.00
Change Order #3 \$269,085.00 TURA will pay \$133,000 and County will pay \$136,085.00
TOTAL WITH CHANGES \$443,211.00

7/10/2010	Invoice #1126	18,109.85	County paid \$11,000 TURA paid \$7,109.85
8/10/2010	Invoice #1130	28,699.67	
9/30/2010	Invoice #1156	21,365.56	
11/1/2010	Invoice #1174	25,675.90	
12/1/2010	Invoice #1184	28,216.43	
1/3/2011	Invoice #1200	18,477.75	
2/1/2011	Invoice # 1192	17,092.03	
3/1/2011	Invoice #1199	10,491.89	
4/1/2011	Invoice #1228	5,996.92	last payment on \$174,126.00 Portion
4/1/2011	Invoice 1228	7,567.11	First payment on \$269,085.00 will divide 50% each agency
5/3/2011	Invoice #1247	24,314.00	50% each agency
6/1/2011	Invoice #1272	36,801.64	50% each agency
6/30/2011	Invoice #1281	25,205.25	50% each agency
7/31/2011	Invoice #1291	30,588.38	50% each agency

Starting 4/1/11 \$269,085.00 bills will be divided 50% to each agency		
TURA	COUNTY	
133,000.00	136,085.00	
3,783.56	3,783.56	4/1/2011
12,157.00	12,157.00	5/3/2011
18,400.82	18,400.82	6/1/2011
12,602.62	12,602.63	7/5/2011
15,294.19	15,294.19	8/2/2011
62,238.19	62,238.20	Paid to Date
70,761.81	73,846.80	Balance

Paid to Date 298,602.38

Balance on Contract **\$144,608.62**



**Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, Oregon 97141**

Phone: 503-842-2472

Fax: 503-842-3445

August 10, 2010

TLC Federal Credit Union
Attn: Dianne Burkhart
P.O. Box 160
Tillamook, OR 97141

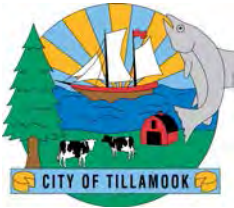
Dear Ms. Burkhart,

At the regularly scheduled meeting on August 10, 2011 a quorum majority of the Tillamook Urban Renewal Agency (TURA) Board of Directors made and approved the following motion:

- 1) The TURA Board authorizes the increase of Line of Credit #10023136-151 be increased to \$105,000 and;
- 2) The TURA Board authorizes Chairman Don Hurd and Vice Chair Carolyn Decker to sign the necessary documents to implement this increase.

<u>Signature</u>	<u>Printed Name</u>	<u>Title</u>
_____	Don Hurd	Chairman
_____	Carolyn Decker	Vice- Chairman
_____	Alene Allen	Board Director
_____	Lynda Casey	Board Director
_____	Dave Schrom	Board Director

Agency Board Members:
Chairman Don Hurd; Vice-Chair Carolyn Decker;
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves



**Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, Oregon 97141**

Phone: 503-842-2472

Fax: 503-842-3445

_____ Joe Martin City Councilor

_____ John Sandusky City Councilor

Please accept this signed document, dated August 10, 2011, in place of approved minutes to expedite the items mentioned above and approved by the TURA Board.

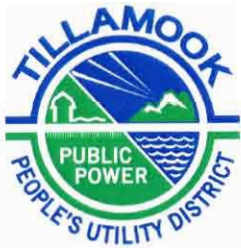
Thank you.

Sincerely,

Don Hurd
TURA Board Chairman

DH/dkr

Agency Board Members:
Chairman Don Hurd; Vice-Chair Carolyn Decker;
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves



RECEIVED

AUG 01 2011

PUBLIC MEETING NOTICE

Oceanside Transmission Line

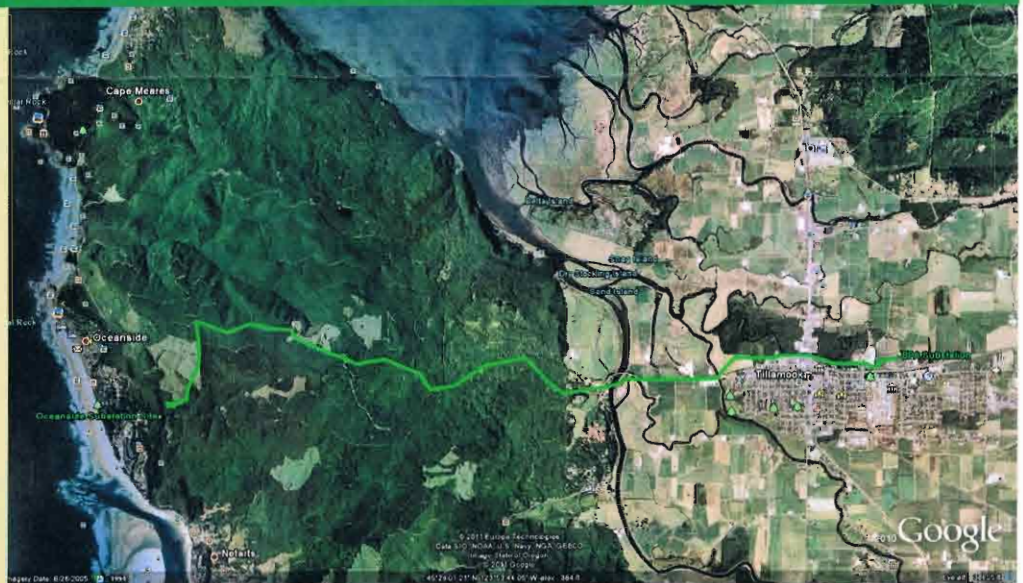
Tillamook PUD is proposing to build a new 115-kV transmission line that will run approximately seven miles from the BPA Tillamook Substation to a new substation to be built southeast of Oceanside.

The project will provide multiple benefits to many Tillamook PUD customers, as power transformers at the existing Wilson River substation in Tillamook reach near capacity at peak times, straining existing facilities. The project will relieve load limitations and allow for greater system reliability.

Additional information is available at Tillamook PUD's website at www.tpod.org.

**Tillamook PUD
Power Services
Department
1115 Pacific Avenue**

Telephone: 503.815.8630
Fax: 503.815.8648
E-mail: nkloak@tpud.org



Tillamook PUD will hold a public meeting to provide information on the proposed Oceanside Transmission Line project.

Wednesday, August 17, 2011

6:00 - 8:00 p.m.

**Hatfield and Copeland Rooms
Tillamook County Library**

Tillamook PUD is committed to collecting input from property owners, community members, and other stakeholders on this project. At the meeting, Tillamook PUD staff and consultants will present the proposed route, answer questions, and solicit comments.



OREGON LEGISLATIVE ASSEMBLY

900 Court Street NE
Salem, Oregon 97301

July 26, 2011

Dear Civic and Business Leaders in Northwestern Oregon:

I am extending a personal invitation to you for a regional discussion of transit service and economic development in rural northwestern Oregon. This meeting is sponsored by the Northwest Oregon Transit Alliance (NWOTA), a five-county public transportation coordination group. Your participation is especially requested because, as a leader in your community, we need your input about connecting jobs to affordable transportation, and promoting the economic benefits of visitor travel by transit in our region.

NWOTA is improving transit coordination between counties, and will be branding and marketing regional transit operations as a single, seamless service. The United States Department of Energy has teamed with NWOTA to implement a pilot project in northwestern Oregon that will serve as a model for the rest of the country.

Even as we seek ways to reduce energy use in Oregon, it is essential that we also find ways to allow for economic growth. NWOTA's goal is to help reduce fossil fuel dependence while also enhancing employment and tourism opportunities that are so essential to our economic survival. The project is uniquely positioned to establish northwestern Oregon as a national leader in rural transit strategies.

I hope you will be a part of this regional partnership between NWOTA, major employers, coastal businesses, travel industry organizations and others. I would like to invite you to participate in one of five workshops scheduled for this important regional discussion. Information on the time and location of the meetings is provided on the enclosed flyer. Please RSVP today.

Sincerely,

Senator Betsy Johnson
Oregon State Legislature

Senator Betsy Johnson

Senator Joanne Verger

REGIONAL TRANSIT & ECONOMIC DEVELOPMENT WORKSHOPS

WHEN & WHERE:

August 18 — [Seaside]

Clatsop County
9 a.m. – 12 p.m.
Seaside Library
1131 Broadway Street

August 23 — [St. Helens]

Columbia County
1:30 p.m. – 4:30 p.m.
Courthouse Annex Room
230 Strand Street

August 24 — [Tillamook]

Tillamook County
1:30 p.m. – 4:30 p.m.
Tillamook Bay Comm. College
4301 Third Street

August 16 — [Newport]

Lincoln County
1:30 p.m. – 4:30 p.m.
Newport Senior Center
20 SE 2nd Street

August 25 — [Corvallis]

Benton County
1:30 p.m. – 4:30 p.m.
Corvallis Library
645 NW Monroe Avenue

CONNECTING COMMUNITIES FOR A GREENER OREGON

WORKSHOP AGENDA






- Connecting Communities with Transit
- Economic Development via Collective Marketing
- Strategic Partnerships for Transit Sustainability and Economic Growth

RSVP:

NWOTA.rsvp@gmail.com

When you RSVP, please let us know the location of the workshop you will be attending.

1 2 3 4 5 **FIVE OPPORTUNITIES** in **FIVE COUNTIES** (Benton, Clatsop, Columbia, Lincoln, and Tillamook) to share your thoughts with a **FIVE-AGENCY TRANSIT ALLIANCE**. Tell us your ideas on growing business and tourism options via transit for **FIVE GROUPS**, employers, visitors, business owners, commuters, investors, or visitors. Funded by a grant from the U.S. Department of Energy, we'll address **FIVE GOALS** for creating connections in Northwest communities:

-  Enhance employment
-  Foster regional tourism
-  Reduce fuel emissions
-  Decrease petroleum dependence
-  Mitigate coastal traffic congestion

Invest your Energy in Greening Rural Oregon